

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION, CINCINNATI
4
5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406
6 Plaintiffs, : Judge Beckwith
7 V. : Magistrate Sherman
8 ZF BATAVIA, LLC, et al., :
9 Defendants. :

10 Deposition of TERI PARKER, taken on
11 Thursday, August 21, 2003, commencing at 8:16 a.m.,
12 at the offices of Baker & Hostetler LLP, 312 Walnut
13 Street, Suite 3200, Cincinnati, Ohio, before
14 Susan M. Barhorst, Notary Public.

15

16

17

18

19

20

21

22

23

24

GIGLIO REPORTING SERVICES
3 CYPRESS GARDEN
CINCINNATI, OHIO 45220
513-861-2200

1 APPEARANCES:

2 On behalf of Plaintiffs:

3 Stephen A. Simon, Esq.
4 22 West Ninth Street
Cincinnati, Ohio 45202

5 Also present:

6 Randall Newsome

7 On behalf of Defendant ZF Batavia, LLC:

8 John J. Hunter, Jr., Esq.
Hunter & Schank Co., L.P.A.
9 1700 Canton Ave.
Toledo, Ohio 43624

10

Also present:

11

Herb Huebner

12

On behalf of Defendant Ford Motor Company:

13

Jeffrey L. VanWay, Esq.
14 Baker & Hostetler LLP
312 Walnut Street, Suite 3200
15 Cincinnati, Ohio 45202

16

Cross-Examination

17

by Mr. Hunter 4, 120

18

by Mr. VanWay 84

19

20

21

22

23

24

1	PARKER DEPOSITION EXHIBITS	MARKED/IDENTIFIED
2	2	55
3		
4	4	106
5		
6	115	19
7	116	29
8	117	33
9	118	54
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		

1 TERI PARKER

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Good morning. Would you please state
6 your name for the record?

7 A. Teri Parker.

8 Q. Ms. Parker, what's your address?

9 A. 8769 Whales Drive, Cincinnati, 45249.

10 Q. Ms. Parker, my name is John Hunter.
11 And I think I've seen you around the facility
12 before, but I don't know that we've ever met. I
13 represent ZF Batavia in the litigation that you
14 have filed against ZF Batavia and Ford.

15 Have you ever had your deposition
16 taken before?

17 A. No, I have not.

18 Q. Okay. Ever sat through or are you
19 familiar at all with how this is going to work?

20 A. No.

21 Q. Okay. What this is is really just a
22 question and answer session with respect to the
23 litigation that's been brought. The company has a
24 number of questions regarding your claims and

1 concerns. And this provides us with an opportunity
2 to have a discussion regarding those claims,
3 questions and concerns.

4 The court reporter here will take down
5 your testimony. I'm going to ask you a series of
6 questions. If at any time you don't hear me, you
7 don't understand me because I do speak rather
8 quickly, I regularly mumble and have a number of
9 other bad habits, just stop me and say, Hey, John.
10 Wait a minute. You lost me. I didn't hear you or
11 whatever -- you know, whatever the issue might be,
12 okay?

13 A. Okay.

14 Q. Is there anything today, a personal
15 issue, a health issue or otherwise that would
16 prevent you from being able to go forward with your
17 deposition?

18 A. No.

19 Q. If I use the term "Ford transitional,"
20 what does that mean to you?

21 A. Ford transitional, that means I worked
22 with Ford and I transitioned over to ZF Batavia.

23 Q. Okay. You're familiar with the group
24 of employees currently with ZF Batavia that worked

1 at Ford previously at the ZF plant and in 1999, at
2 least for the most part, in 1999 transitioned or
3 changed their employer to -- from Ford Motor
4 Company to ZF Batavia?

5 A. Yes.

6 Q. And you consider yourself a
7 transitional employee?

8 A. Yes.

9 Q. Okay. The lawsuit that has been
10 brought has indicated that a number of
11 representations or promises were made to the
12 transitional employees that haven't been followed
13 through on. Are you familiar with those promises
14 or representations?

15 A. Yes.

16 Q. Can you tell me your opinion, in terms
17 of -- let's -- as opposed to getting into too much
18 detail, but maybe there's a way to categorize those
19 issues that you might have?

20 A. Could you repeat that, please?

21 Q. Sure. With respect to kind of the
22 promises or representations that were made and you
23 feel haven't been followed through on, is there
24 like a laundry list of those items that you could

1 go through for me?

2 A. Yes.

3 Q. Okay.

4 A. Overtime.

5 Q. Okay.

6 A. Vacation.

7 Q. Okay.

8 A. We had 401K.

9 Q. Okay.

10 A. There was bereavement pay.

11 Q. Okay.

12 A. I think that's -- and AIP.

13 Q. Okay. If something else comes to you
14 while we're having the discussion this morning --

15 A. Okay.

16 Q. -- just feel free to let me know.

17 Let's talk a little bit about your work history
18 before we get into the details with respect to
19 that. How long were you with Ford Motor?

20 A. 20.6 years.

21 Q. And in terms of location, prior to
22 coming to Batavia, where were you?

23 A. Batavia.

24 Q. You were at Batavia? You're --

1 A. I've been in the building since it --

2 Q. I was going to say, you're one of the
3 ones that when they opened the door, you were
4 there?

5 A. Yes.

6 Q. Okay. When you hired in with Ford,
7 what was your initial position?

8 A. Oh, my.

9 Q. If you remember.

10 A. I came in in accounts payable.

11 Q. Okay. Do you remember where you went
12 from there?

13 A. Accounts payable. I don't know if
14 this is in exact order, but I've been in inter-
15 company payables. I was the cashier. I was in
16 receivables. I was in payroll. I was in time
17 office.

18 Q. Okay.

19 A. Maintenance expeditor. I worked in
20 construction.

21 Q. Okay.

22 A. I scheduled overtime. I -- I think
23 that's about it.

24 Q. Sounds like you've been busy out

1 there.

2 A. Yes.

3 Q. Let's talk a little bit about salaried
4 positions. Were always those positions salaried?

5 A. Yes, they were.

6 Q. Okay. And so, as a salaried position,
7 you would have received a base salary?

8 A. Yes.

9 Q. Did you receive any benefits with that
10 salary, and I suspect it changed over time?

11 A. What do you mean by "benefits"?

12 Q. Well, I guess I consider a lot of
13 things benefits. What do you consider, I guess,
14 benefits?

15 A. Well, I -- you know, I -- I got paid.
16 I got paid overtime.

17 Q. Okay.

18 A. I had vacation. I had medical
19 insurance. To me, those are benefits.

20 Q. Okay.

21 A. I had all of that.

22 Q. All right. Ford didn't have like a --
23 was it the A Plan, the X Plan?

24 A. Oh, yes. I'm sorry, A Plan.

1 Q. That's okay. All right. And so A
2 Plan is another benefit of your employment?

3 A. Mm-hmm.

4 Q. -- with Ford? I think you probably
5 had dental?

6 A. Dental, medical --

7 Q. All right.

8 A. -- all those. Life insurance, 401K
9 plan.

10 Q. Now, Ford had as one of their
11 benefits, benefit plans, if you will, a -- I don't
12 want to say AIP. They had a profit sharing, didn't
13 they?

14 A. Yes, they did.

15 Q. Did they always have a profit sharing
16 plan?

17 A. There was always a plan, whether it
18 was paid every year --

19 Q. Okay. I think there were some years
20 where it wasn't paid, if I recall correctly?

21 A. That's correct.

22 Q. Okay. All right. Just so that I
23 understand, I think what we talked about and I
24 think we've covered most everything. The related

1 benefits during your tenure at Ford as a salaried
2 person was the paid overtime, vacation time,
3 medical, A Plan, dental, life 401K, bereavement
4 probably?

5 A. Mm-hmm.

6 Q. If we think of another one, let me
7 know.

8 A. Yes, I will.

9 Q. Okay. Now, as you were salaried in
10 those various positions that we talked about, and
11 you've mentioned you had paid overtime. How did
12 that work when you were at Ford Motor Company?

13 A. It depended on the salary range. If
14 you are below a salary range, I was paid time and a
15 half and double time for all hours I worked. If
16 you reached a certain range, then you got paid flat
17 rate.

18 Q. Okay. And you use the term "range."
19 And they actually had -- Ford had pay grades,
20 didn't they?

21 A. Yes, they did.

22 Q. Okay. And I know at ZF Batavia, we
23 have bands, which apparently would encompass a
24 number of pay grades?

1 A. Yes.

2 Q. Okay. Are you familiar with the
3 concept or the term "casual time"?

4 A. Yes.

5 Q. You indicated you were paid for every
6 hour. Did you not have casual time?

7 MR. SIMON: Are you still talking
8 about Ford?

9 MR. HUNTER: Yes.

10 A. With Ford?

11 Q. Mm-hmm.

12 A. No. There was casual time. It was
13 never -- I mean, I didn't put down every minute I
14 was in the building.

15 Q. Okay.

16 A. I mean, you come in 15, 20, 30 minutes
17 early and if you didn't -- you know --

18 Q. Okay.

19 A. It's just -- to me, that's casual
20 time.

21 Q. Okay. The -- because, well,
22 obviously, as you may well know, spoken with a
23 number of plaintiffs already, in terms of the
24 depositions and pretty uniformly everybody has

1 acknowledged there was some form or another of
2 casual time. And that's why your statement
3 confused me.

4 I think maybe what I should do is,
5 let's talk about how you keep track of time or how
6 you kept track of time at Ford, in terms of you had
7 a salaried time statement or a time sheet?

8 A. That -- until they went
9 electronically, yes.

10 Q. Well, okay. And so, in terms of when
11 you had a salaried time sheet, how would you fill
12 that out? I think you've already said, Well, it
13 wouldn't reflect the minute I walked into the
14 building.

15 A. Well, it would reflect the time I
16 walked in.

17 Q. Okay.

18 A. But whether I put overtime down or
19 not --

20 Q. All right.

21 A. And we were -- also were not required
22 to do that. It's an exception reporting system.
23 So you didn't have to put a time down and quitting
24 time unless you worked overtime or you left early

1 for vacation or something.

2 Q. Okay.

3 A. It was exception reporting.

4 Q. Okay. All right. But as a matter of
5 practice, what did you do? Did you mark -- at
6 least while they didn't have the electronic, did
7 you mark when you got there and when you left, or
8 did you follow the other process, if you remember?

9 A. I don't remember.

10 Q. Okay.

11 A. I probably did write down -- I'm not
12 sure.

13 Q. Okay. But it sounds like -- you would
14 acknowledge there is some degree of casual time and
15 apparently that did occur during your tenure with
16 Ford?

17 A. Yes.

18 Q. Okay. Some folks have said that it
19 was -- I think the term you -- or the phrase you
20 used, 15 to 30 minutes ahead of time. I had some
21 of the plaintiffs also say it was -- you know,
22 perhaps 15 to 30 minutes at the end of the shift in
23 order to hand off, or whatever you want to call
24 that. Would that be a fair statement with respect

1 to your position?

2 A. No --

3 Q. Okay.

4 A. -- because I was not on the production
5 floor.

6 Q. Okay.

7 A. I had nothing to hand off to someone
8 else.

9 Q. Okay. So at the end of the day, you
10 were just done?

11 A. Mm-hmm.

12 Q. Okay. I think -- well, you told me
13 you were a maintenance expeditor, and then so you
14 wouldn't have been out on the floor at all for
15 that?

16 A. No. Well, I might be required to go
17 on the floor, but I didn't supervise hourly
18 employees.

19 Q. Okay. How did things work once Ford
20 went to the electronic time keeping that you made
21 reference to?

22 A. How did it work?

23 Q. How did it --

24 A. Same basic way, only it was done on

1 the computer.

2 Q. Okay. Did you have a card swipe or
3 how did the --

4 A. No.

5 Q. -- time get entered?

6 A. You entered it into -- I forget what
7 the system is. IDMS3 something. You go into that
8 and entered your time --

9 Q. Okay.

10 A. -- any exceptions.

11 Q. Okay. And so the real difference, it
12 sounds like, was as opposed to writing it out, you
13 type it in somewhere?

14 A. In -- into the computer, that's all,
15 you know.

16 Q. Okay.

17 A. No difference.

18 Q. Okay. Do you remember what your
19 position was at the time in 1999 when you made the
20 move from Ford Motor to Batavia, ZF Batavia?

21 A. Oh, yes, I forgot to tell you. I was
22 in production, material control. I forgot to add
23 that as one of the things I've done.

24 Q. That's okay. All right. Now, was

1 that as well an office job, as opposed --

2 A. Yes.

3 Q. -- to production type job?

4 A. Yes, but I was out on the floor a lot
5 cycling production parts.

6 Q. Okay. Did that job require a hand off
7 or whatever at the end of the day?

8 A. No, I've never had that.

9 Q. Okay. Now, with respect to your move
10 to ZF Batavia, is there any reason or is there
11 anything in particular with you that made you
12 decide to take the -- the move over to ZF Batavia?

13 A. Are you asking me why I --

14 Q. Maybe that's a shorter, better way to
15 put it.

16 A. Okay.

17 Q. Yeah, why did you make the jump to
18 Batavia?

19 A. To ZF Batavia?

20 Q. To ZF Batavia, yes.

21 A. Every morning Hassan Saleh came to my
22 desk asking me and telling me his -- he was giving
23 the -- given the job to get me to sign over as
24 maintenance expeditor for ZF Batavia.

1 Q. Okay. You got tired of Hassan coming
2 to you and just gave up? Or help me with that.
3 Hassan, I'm coming?

4 A. Well, I'm sorry. Just every morning
5 he came to me and just talked to me. He
6 stressed -- you know, things would be the same,
7 everything would just about stay the same, except
8 for like my 401K. That would be different because
9 it would be no longer Ford. And, of course, the
10 medical benefits would not be Ford.

11 The other decision I made was I -- my
12 vacation, I got to keep the five weeks vacation
13 when I came over and my salary would be -- would be
14 basically the same. I'd get paid overtime the
15 same. Everything would be the same, except for
16 like the -- you know, the -- the 401K and my health
17 benefits.

18 Q. And do you remember kind of the time
19 period? And I don't necessarily mean the day. But
20 was this like a week where Hassan was coming in
21 daily or two weeks or a month or --

22 A. I -- I actually don't remember how
23 long it was, but it was quite a few mornings.

24 Q. Two weeks, three weeks?

1 A. Oh --

2 Q. I mean, just if you remember.

3 A. No, I don't.

4 Q. Okay.

5 A. I don't remember when he started and I
6 don't remember -- he didn't quit until I said
7 yes --

8 Q. I think I --

9 A. -- so --

10 Q. All right. The -- was there anything
11 else that you based your decision on, in terms of
12 making the move over to ZF Batavia?

13 A. No.

14 Q. Okay.

15 A. Those items.

16 Q. Now, my understanding is that you
17 really didn't -- there was a -- you rejected one
18 offer, didn't you?

19 A. Yes, I did.

20 Q. Okay. All right. Ms. Parker, we've
21 handed you what we've marked for identification
22 purposes as Exhibit 115. Can you take a moment to
23 go through that for me? Have you had a chance to
24 review Exhibit 115?

1 A. Yes.

2 Q. Okay. Is that the offer that you
3 declined?

4 A. Yes, it is.

5 Q. Okay. And you'll see on there the
6 date of June 1, 1999 there at the bottom --

7 A. Yes.

8 Q. -- together -- and that's your
9 signature there next to that?

10 A. Yes, it is.

11 Q. All right. Does that help you kind of
12 remember when Hassan had been talking to you on a
13 daily basis? Would it be around that date or no?

14 A. I don't know. It had to be between
15 the date I declined this and the date I signed.
16 I -- I don't know.

17 Q. Okay. All right. Well, maybe
18 that's -- maybe that's the way to approach this.
19 Did Hassan come to you after you told him no?
20 After you told --

21 A. Yes.

22 Q. -- ZF -- all right. There we go. All
23 right. So to my way of understanding, then, as of
24 June 1st, you'd said, Not going to happen. Not

1 going over?

2 A. Correct.

3 Q. Okay. And after that, Hassan, on a
4 semi-regular basis apparently -- all right.

5 A. Appeared at my desk every morning.

6 Q. Okay. And that would -- we'll talk
7 about that in a minute. You signed on on July
8 22nd. So somewhere between June 1st and July 22nd,
9 Hassan -- and it may have been every day, Hassan --

10 A. He came -- yes.

11 Q. Okay. Was there anything in
12 particular that caused you to -- to decline on June
13 1st of 1999?

14 A. Nothing in particular, no. I was a
15 Ford employee and I wanted to stay a Ford employee.

16 Q. Okay. The -- there was some meetings,
17 as I recall, out there at the facility?

18 A. Yes.

19 Q. And those were prior to June 1st of
20 1999?

21 A. Yes.

22 Q. All right. Did you attend any of
23 those meetings?

24 A. I recall attending one.

1 Q. All right. Was that one of the ones
2 in the cafeteria?

3 A. Yes.

4 Q. Was it one of those general meetings
5 that were held there, if you remember?

6 A. What is a "general meeting"?

7 Q. Where they had all of the Ford
8 salaried employees and I think a couple folks down
9 from Ford and a couple from Batavia --

10 A. Yes.

11 Q. -- ZF Batavia?

12 A. Yes.

13 Q. All right. There was a day, I believe
14 May 27th of 1999, there was a morning session --
15 day session and afternoon session. Do you remember
16 any of that?

17 A. I don't remember the date. I remember
18 going to one meeting, yes.

19 Q. Okay. Do you remember, were there
20 slides and things like that shown at the meeting
21 that you went at?

22 A. Yes, there was.

23 Q. Okay. And the -- somewhere around the
24 end of May sounds about like the meeting you went

1 to?

2 A. I think so.

3 Q. All right. Do you -- when you went to
4 the meeting, did you go because you were interested
5 in coming over to ZF Batavia or what was your
6 purpose for going to that meeting?

7 A. I went to the meeting to hear what
8 they had to say.

9 Q. Okay. But apparently there was
10 something out there that you weren't convinced to
11 make the move over, at least as of the date of the
12 meeting?

13 A. Yes.

14 Q. As we sit here today, do you remember
15 what -- what the issues or the concerns were that
16 you had?

17 A. Well, I was concerned about my
18 retirement. I had 20.6 years in. I was concerned
19 about my vacation. I had five weeks. You know, I
20 was just -- I was just concerned about all those
21 things.

22 Q. Okay. Apparently the meeting did not
23 convince you or satisfy you with respect to those
24 concerns because, again, I see on June 1st, you

1 declined the offer?

2 A. Yes.

3 Q. Okay. With respect to the meeting, do
4 you remember any of the discussions or presenters
5 or anything from that meeting?

6 A. I remember Karl Kehr was there. I
7 remember Dave Adams was there, Tony DeShaw. That's
8 just about all that I remember.

9 Q. Okay. Do you remember what Karl said,
10 for example?

11 A. No.

12 Q. How about Dave?

13 A. I remember him saying he was a ZF
14 employee and, no, I really don't.

15 Q. Tony DeShaw?

16 A. He talked about benefits.

17 Q. Okay.

18 A. I do know that.

19 Q. Okay. Do you remember, was -- there
20 was a question and answer session at that time as
21 well?

22 A. Yes. They did allow some questions.

23 Q. Okay. Did you ask --

24 A. And I --

1 Q. I'm sorry. Go ahead.

2 A. Questions, and then they answered
3 them.

4 Q. Okay. Did you ask any questions?

5 A. No.

6 Q. Did you feel you had any questions at
7 that point or --

8 A. I sit and listened.

9 Q. Okay. After the meeting, had you made
10 up your mind that you weren't going to move to ZF
11 Batavia?

12 A. No.

13 Q. Okay. At what point in time did you
14 decide to decline that June 1st offer?

15 A. I guess on June 1st when I signed it.

16 Q. Okay. Was there anything that
17 happened between that May meeting and June 1st
18 that --

19 A. No.

20 Q. -- helped influence the decision?

21 A. No.

22 Q. That was just a --

23 A. It was just --

24 Q. -- time to think about it?

1 A. It was not -- yes. It just -- I was
2 not going to sign over.

3 Q. Okay. Did you speak with anybody else
4 besides Hassan about the move from Ford to ZF
5 Batavia in between the time of June 1st and July
6 22nd of 1999?

7 A. Probably my supervisor at the time.

8 Q. And who was that?

9 A. Ken Kaffenberger.

10 Q. Do you remember the nature of your
11 discussions with Ken?

12 A. Probably we just discussed what we
13 thought was going on and -- precisely, no.

14 Q. Okay.

15 A. Just --

16 Q. And he was an immediate supervisor to
17 you?

18 A. Yes, he was.

19 Q. All right. Did he -- he didn't move
20 over to ZF Batavia, did he?

21 A. No, he did not.

22 Q. Okay. Did he receive an offer, do you
23 know?

24 A. I don't know.

1 Q. He would have been or could have been,
2 I guess I should say, a Ford transitional, correct?

3 A. Yes, he could have been.

4 Q. Do you know, did he go to the meeting
5 under -- meeting that you went to?

6 A. I don't know.

7 Q. Okay. Aside from Mr. Saleh and
8 Mr. Kaffenberger, any other discussions about the
9 move over to Batavia, ZF Batavia?

10 A. No.

11 Q. I guess I'm little surprised. Not
12 even discussions just with other co-workers or
13 anything about -- about the --

14 A. Oh, well, I thought you meant did I
15 discuss what would happen -- no, I probably did.

16 Q. Okay.

17 A. I mean, we all were talking about it.
18 That was all over the plant.

19 Q. Okay. Well, that's what I was
20 thinking is, well, we've -- what I've distilled
21 from some of the other comments is being -- you
22 know, this is a major life decision and everybody
23 was talking about it.

24 A. Well, yeah.

1 Q. Okay.

2 A. I thought you meant did I discuss with
3 someone personally why are you coming over here --

4 Q. Oh, okay.

5 A. -- officially.

6 Q. No. But, I mean, you had other
7 general discussions with employees about making the
8 move?

9 A. Correct.

10 Q. Okay. Do you know, did those
11 employees go to the meetings on the 27th?

12 A. Jeez. There was a lot of salary
13 people there.

14 Q. Okay.

15 A. I mean, we probably all were there.

16 Q. Okay. All right.

17 A. No, I don't remember face to face --
18 you know, everyone that was there. No, I do not.

19 Q. The -- at some point in time, then,
20 you made a decision to come over to ZF Batavia?

21 A. Yes.

22 Q. You were presented an offer. Do you
23 know or do you remember who presented you the
24 offer?

1 A. Hassan.

2 Q. Okay. Did --

3 A. Or wait a minute. Yes, I think it was
4 Hassan.

5 Q. Okay. I -- on the second offer that
6 was made to you, I note that the salary was
7 increased.

8 A. Yes, it was.

9 Q. Do you know how that happened?

10 A. He offered -- Hassan offered me that.

11 Q. Okay. Was that a number that you had
12 discussed in advance of the offer?

13 A. Yes, it was.

14 Q. Okay. Ms. Parker, I've handed you
15 what we've marked for identification purposes as
16 Exhibit 116. If you would, take a moment to review
17 that.

18 A. Okay.

19 Q. Okay. You've had a chance to review
20 Exhibit 116. We've been talking about a second
21 offer. Is Exhibit 116 that second offer?

22 A. Yes, it is.

23 Q. All right. And that's your signature
24 down there at the bottom left?

1 A. Yes.

2 Q. And the date reflected on there, July
3 22nd of 1999, is that the date you signed that
4 document?

5 A. Yes, that's what's there.

6 Q. Well, some people, for whatever
7 reason, don't always put the correct date. So
8 that's why I'd asked. And the 4,850 per month
9 salary, that was something that you and Mr. Saleh
10 discussed?

11 A. That's correct.

12 Q. All right. And the position was
13 maintenance associate, which I think was different
14 than the initial offer as well, correct?

15 A. That is correct.

16 Q. And so apparently there was some
17 discussions with respect to what your position
18 would be at ZF Batavia?

19 A. Yes.

20 Q. All right. Do you remember, can you
21 relate to me the discussions regarding your
22 position or salary?

23 A. Would you repeat that, please?

24 Q. The discussions that you had with

1 Hassan regarding your position or salary, do you
2 remember the nature of any of those discussions or
3 anything that was said with Hassan regarding the
4 changes?

5 A. It was his objective to get me to come
6 to work for ZF Batavia --

7 Q. Okay.

8 A. -- every morning.

9 Q. Okay. But apparently somebody came up
10 with the idea that, well, look. Teri Parker was
11 going to receive a salary increase and a change in
12 position, yes?

13 A. He offered me that, would I take this
14 job if such and such and --

15 Q. Okay. And so this, again, what's on
16 the July 21, 1999 letter represents that
17 negotiation that you had for your position?

18 A. Yes.

19 Q. Okay. And to your understanding, did
20 that -- is Exhibit 116 a fair representation of the
21 arrangement you struck with ZF Batavia?

22 A. Salary-wise.

23 Q. Okay. Now, with respect to Exhibit
24 116, do you remember, did you go to Hassan's

1 office? Where did he give you this offer?

2 A. He came and got me from my desk --

3 Q. Okay.

4 A. -- and took me into a conference room.

5 Q. Okay. Was it just you and Hassan?

6 A. Yes, it was.

7 Q. All right. Did he give you any other
8 documents at that time?

9 A. I don't remember.

10 Q. In terms of the discussion, Hassan
11 came and physically got you from your desk. Did he
12 tell you what he wanted at that point?

13 A. Which time?

14 Q. I'm sorry. On the day that you signed
15 up, July 22nd, 1999.

16 A. Yes. I think he said I have -- he
17 just asked if I could -- I think he asked me, Can I
18 see you in the conference room and he had an offer
19 for me.

20 Q. Okay. I note the date of the letter
21 is the 21st. You signed it on the 22nd. Did you
22 sign it at the time Hassan gave it to you or did
23 you have it a day early or do you remember?

24 A. I don't remember. I don't remember

1 whether I did it right at the time or not.

2 Q. Okay. The offer that was made in July
3 of 1999 did represent a pay increase, didn't it,
4 from what you were receiving at Ford?

5 A. Yes, it did.

6 Q. Okay. Ms. Parker, I've handed you
7 what's been marked for identification purposes as
8 Exhibit 117. Can you take a moment to review that
9 document, please?

10 A. Okay.

11 Q. All right. Exhibit 117 appears to be
12 your application for employment with ZF Batavia?

13 A. Yes.

14 Q. And on the second page of that
15 document, it appears to have three places to sign
16 and it appears to be your signature there?

17 A. Yes.

18 Q. A little bit ago, we talked about your
19 concerns with respect to ZF Batavia and
20 expectations of yours that were not met. I think
21 you mentioned an array of six or seven different
22 items. I'd like to talk a little bit now about
23 those issues.

24 I think you started with overtime.

1 What are your concerns with respect to overtime?

2 A. What are my concerns right now?

3 Q. Mm-hmm.

4 A. The -- we were never -- with Ford, we
5 were never forced to work the hour. Now we work
6 the hour before you get paid.

7 Q. Okay.

8 A. What other concerns are you talking
9 about?

10 Q. You have obviously sued the company
11 and made allegations that the company has failed to
12 do certain things. You listed -- let's see. A --
13 right now I have a list of five issues, overtime,
14 vacation, 401K, bereavement and AIP.

15 What I'm trying to understand is, with
16 respect to overtime, what has the company failed to
17 do that you believe it should have?

18 A. Well, it has failed to pay some people
19 overtime.

20 Q. Okay. Do you know who those people
21 are, if you remember?

22 A. Can we take a minute, please?

23 MR. SIMON: Well, he's got a -- the
24 rule is that if he asks a question --

1 THE WITNESS: Oh, oh, sure. I'm
2 sorry. I just --

3 Q. And I'm not trying to make you
4 uncomfortable. Let's do this before we do that.
5 Again, I understand you've asked for a break.

6 At this point in time, is there
7 anything in your testimony that you feel you need
8 to change or clarify?

9 A. No.

10 MR. HUNTER: Okay. Let's go ahead and
11 take a break.

12 (Off the record: 8:49 a.m. - 8:56 a.m.)

13 MR. SIMON: Counselor, I appreciate
14 you letting Ms. Parker take a break. She got here
15 very early before the deposition, so she needed a
16 rest room break. And then she had some concerns
17 about your question that you asked and she'll
18 explain.

19 MR. HUNTER: Okay.

20 THE WITNESS: My concerns are that I
21 was in payroll --

22 MR. HUNTER: Okay.

23 THE WITNESS: -- and I didn't know how
24 to answer that, knowing the confidentiality or the

1 professionalism of being in payroll.

2 MR. HUNTER: Hopefully Steve told you
3 you can tell me.

4 MR. SIMON: Don't say what I said. I
5 expect Mr. Hunter is going to tell you that it's
6 okay for you to talk about other people's pay in
7 here, right?

8 MR. HUNTER: Yep.

9 THE WITNESS: And I don't feel
10 comfortable doing that, but okay.

11 BY MR. HUNTER:

12 Q. Okay. The question was or the
13 discussion was you made a comment, ZF Batavia
14 failed to pay some people for overtime.

15 A. That's correct.

16 Q. Okay. Do you know or remember who
17 that was?

18 A. No, I don't remember the names. I
19 just remember there were areas.

20 Q. Okay. All right. What areas?

21 A. There was material control and
22 maintenance.

23 Q. And I've heard from Mr. Whisman,
24 Mr. Crump -- and my memory is not so good. Both of

1 those gentlemen, I think one or two others, that
2 there were some weekends -- about a three-weekend
3 period where they were scheduled for overtime and
4 didn't get paid for that scheduled overtime. Is
5 that what you're talking about here?

6 A. That is correct.

7 Q. Okay. And when I say Jim Crump and
8 Wayne Whisman, you obviously know who I'm talking
9 about?

10 A. Well, that's maintenance.

11 Q. Right, right. Okay. Do you have any
12 specific recollection that either Mr. Crump or
13 Mr. Whisman didn't get paid?

14 A. Them personally?

15 Q. Mm-hmm.

16 A. I don't remember the exact names, no.

17 Q. Okay. In terms of -- let's talk about
18 material controls. Do you remember any details, in
19 terms of -- of how many people didn't get paid or
20 how many hours went unpaid or any of that?

21 A. No, I don't.

22 Q. Okay.

23 A. I don't -- I just knew there were some
24 areas that did not get paid.

1 Q. All right. And, again, as I
2 understand it, about a three, maybe four-week
3 period, but I believe it was a three-week period in
4 April or May, perhaps, of about 2001?

5 A. I think -- what is this, three?

6 Q. Yeah. I'm sorry, 2002.

7 A. Yes.

8 Q. Okay. With respect to overtime, are
9 there any other issues or concerns or failures on
10 the part of ZF Batavia?

11 A. No.

12 Q. And with respect to yourself, the
13 overtime that was unpaid certainly doesn't apply to
14 you. You weren't in material control or
15 maintenance at that time?

16 A. No, that did not affect me.

17 Q. Okay. I think the next area that you
18 mentioned was vacation?

19 A. Yes.

20 Q. Okay. Now, I think you had said
21 earlier you had five weeks of vacation?

22 A. That is correct.

23 Q. Okay. What's the issue, then, with
24 vacation?

1 A. There was a statement that we could
2 buy or sell a week of vacation, but they -- if you
3 had five weeks or more, they stopped the allowing
4 you to buy another week.

5 Q. All right. Who made the statement
6 that you could buy or sell vacation?

7 A. I think that was one of the things
8 mentioned, along with the vacation and in one of
9 those -- in that meeting, but I'm -- I think that's
10 where I heard it, yes.

11 Q. And you only went to one meeting, as I
12 recall?

13 A. I think so, yes.

14 Q. Okay. Do you remember who said that?

15 A. No.

16 Q. Okay.

17 A. I -- I would just be guessing if I --

18 Q. And has that personally affected you?

19 A. Not being allowed to buy one week,
20 yes.

21 Q. Okay. You basically would prefer to
22 buy an extra week's vacation apparently or would
23 you want to sell one?

24 A. I probably would prefer to buy one.

1 Q. Okay. I was guessing that, but I
2 really should make sure. All right. Any other
3 issues on the vacation?

4 A. No.

5 Q. The next issue you listed was 401K.
6 What's the concern there?

7 A. I think I just missed -- I think I
8 said that by mistake.

9 Q. Okay. So you're happy with the 401K?

10 A. Yes, I apologize on that.

11 Q. That's all right. Bereavement?

12 A. Yes, that was changed.

13 Q. What was the policy while you were at
14 Ford?

15 A. Five days.

16 Q. Did that ever change while you were at
17 Ford?

18 A. It increased. Went from three to
19 five, I think --

20 Q. Okay.

21 A. -- yes.

22 Q. So it'd be safe to say that it
23 changed?

24 A. Yes, it changed.

1 Q. Okay. And at Batavia, I think the
2 policy is three days in certain circumstances?

3 A. I don't remember.

4 Q. You made the statement that at Ford,
5 the bereavement was five days, yes?

6 A. Yes.

7 Q. All right. When you came over to ZF
8 Batavia, you knew the policy was going to be
9 something less than five days, didn't you?

10 A. Yes. And now I'm thinking I have it
11 confused with the hourly.

12 Q. Okay.

13 A. You know, I think I do have it
14 confused with the hourly 'cause I was in hourly
15 payroll, too. I apologize for that.

16 Q. That's all right.

17 A. I think it's three days. I'm not
18 sure.

19 Q. Okay. Did the bereavement leave issue
20 affect you, in terms of did you need additional
21 days?

22 A. No.

23 Q. Any other issues with respect to the
24 bereavement?

1 A. No.

2 Q. AIP, you mentioned that in your list.
3 What's the concern with AIP?

4 A. Well, like I said, when I signed over,
5 I was told that everything would be the same. No
6 one -- they failed to tell me that because I was a
7 Ford transitional employee, that I would receive
8 two percent less than a ZF employee.

9 Q. Well, you said they told you
10 everything would be the same. Who told you that?

11 A. Hassan.

12 Q. Okay. And did he say that in the
13 context of AIP or --

14 A. He said that in the context of that
15 basically everything would stay the same as it was
16 with Ford, with the exception of the 401K and your
17 health benefits.

18 Q. Ford didn't have an AIP, did they?

19 A. No, they had a profit sharing, but --
20 never mind.

21 Q. No, that's --

22 A. No.

23 Q. Okay. Do you remember any other
24 statements made by Hassan?

1 A. No.

2 Q. Okay. The -- do you have actual
3 knowledge that you received two percent less than
4 anybody else in the plant?

5 A. Yes.

6 Q. Okay. Tell me what you know about
7 that or what facts you have.

8 A. It's payroll concerning again.

9 Q. You can tell me. I'm the company's
10 attorney.

11 A. That just bothers me. You don't
12 understand. Yes.

13 Q. All right. Tell me what you know if
14 you could, Ms. Parker. And I'm not trying to put
15 you on the spot, but I can't address your concerns
16 unless I understand them.

17 A. Yes, I know that I received two
18 percent less than ZF employees. We were also told
19 in meetings -- this last year in a department
20 meeting that we received less, Ford transitional
21 employees did --

22 Q. When you --

23 A. -- percentage-wise.

24 Q. I was going to say, when you say you

1 received less, that would be true perhaps on a
2 percentage basis, but on an actual dollar basis --

3 A. That's correct, percentage.

4 Q. All right. So you would agree with me
5 that, from a real dollar -- \$10 being \$10, you
6 received substantially the same as a ZFBA employee?

7 A. No.

8 Q. Okay. Why not?

9 A. No, because they received a
10 percentage. I received a percentage.

11 Q. Okay. And if you multiply a
12 percentage times a base salary amount, if the base
13 salary is higher, the actual dollar number is going
14 to come out higher --

15 A. That is --

16 Q. -- isn't it?

17 A. -- correct.

18 Q. All right. So, in terms of actual
19 dollars, how much less did you receive than a ZF
20 employee?

21 A. That, I do not know how much less. I
22 know the percentage.

23 Q. Okay. Did anybody ever tell you that
24 you would receive the exact same percentage as any

1 other employee in the facility?

2 A. That was based on the company's
3 performance.

4 Q. Okay.

5 A. And we -- and we would -- no one ever
6 told me, no, I would get less percentage.

7 Q. I asked you if anyone ever told you
8 that you would get the same percentage as --

9 A. No, I'm sorry.

10 Q. -- everybody else. Any other issues
11 on AIP?

12 A. No.

13 Q. Do you know for how many years you
14 received the two percent less?

15 A. No.

16 Q. You also received a true-up payment,
17 didn't you, on your initial -- when you made the
18 jump over?

19 A. A true up?

20 Q. An additional payment.

21 A. An additional payment from?

22 Q. From Ford or ZF.

23 A. From Ford and ZF, yes.

24 Q. Okay. And at the time that you hired

1 on, did anybody tell you anything about that
2 payment?

3 A. Which one?

4 Q. The one we just talked about, the
5 true-up payment.

6 A. The one from Ford --

7 Q. Mm-hmm.

8 A. -- or the one from ZF?

9 Q. The one from Ford.

10 A. The one from Ford was to make up from
11 the -- from the time that it was figured on the
12 years that I had left to retire, that I had lost on
13 the A Plan or I had lost -- it made up for those
14 differences.

15 Q. All right. I don't think we're
16 talking about the same thing.

17 A. Yeah, this transition bonus.

18 Q. Yeah. What I'm talking about is a
19 true-up payment. I haven't marked this, but --

20 A. What's a true-up payment?

21 Q. And I don't have copies of that. Take
22 a minute and see if that helps.

23 A. What was your question?

24 Q. Okay. I've handed you a document. I

1 don't have a Bates stamp number on there.

2 MR. SIMON: 35.

3 Q. Document Bates stamped number 000735.

4 It's a document produced by ZF Batavia and it
5 represents a salary/AIP notification for Teri
6 Parker, effective March 15th of 2000. And it shows
7 a ZFB bonus of \$1,500 and a one-time adjustment of
8 \$2,214.50. Have you had a chance to review that
9 document?

10 A. May I see that again, please?

11 Q. Sure.

12 MR. SIMON: You want to take a break
13 and make copies?

14 MR. HUNTER: I don't know if we need
15 it as an exhibit, but if she remembers the
16 payment -- I get the feeling she may not remember
17 the payment. It may not matter.

18 A. Yes, I do remember that.

19 Q. All right. Was that payment ever
20 discussed in any detail with anyone?

21 A. Did I discuss that with someone?

22 Q. Mm-hmm.

23 A. No.

24 Q. Did anyone discuss the payment with

1 you?

2 A. No.

3 Q. And it certainly isn't reflected in
4 the offer letter or otherwise, correct?

5 A. That is correct.

6 Q. Okay. Are there any other issues with
7 respect to AIP?

8 A. No.

9 Q. Okay. We've been discussing a number
10 of issues and we started out with the
11 representations or promises you feel that ZF
12 Batavia had not followed through on. As we've
13 discussed this, are there any other issues that
14 come to mind for you?

15 A. Other issues that I didn't mention in
16 the beginning?

17 Q. Mm-hmm.

18 A. The personal time was also -- when I
19 originally went over, we had five days and it was
20 cut back to three days.

21 Q. How many days did you have at Ford?

22 A. 21 days.

23 Q. Okay. And I've heard --

24 A. That was -- I'm sorry. The five

1 personal days --

2 Q. Okay.

3 A. -- at -- and the other 16 were sick
4 days. I apologize. But it was a total of 21 days.

5 Q. Okay. And I remember one of the
6 plaintiffs telling me -- I thought they had 30
7 days, which seemed a little high to me. Does that
8 sound accurate to you?

9 A. 30 days of personal --

10 Q. Apparently --

11 A. -- and sick?

12 Q. -- personal or sick time, something
13 like that.

14 A. I don't remember. I don't -- I know I
15 had 21 days.

16 Q. Okay. The number of days you had,
17 would that have varied, based upon your salary
18 grade or position or longevity with Ford?

19 A. I don't know.

20 Q. At some point in time with ZF Batavia
21 in approximately March of 2001, you changed
22 positions, didn't you?

23 A. Yes, I did.

24 Q. Went to payroll administrator?

1 A. That is correct.

2 Q. All right. And at that point in time,
3 Hassan had not -- Hassan didn't solicit you for
4 that position, did he?

5 A. No.

6 Q. There certainly weren't any group
7 meetings or anything like that. That was an
8 individual change that was made as to Teri Parker?

9 A. There was no group meetings, that's
10 correct. That concerned me.

11 Q. All right. Did you have any meetings
12 with anybody regarding that change in position?

13 A. Yes, Mark Bugajski.

14 Q. Do you remember the nature of those
15 discussions with Mark?

16 A. Yes. He came to me and asked me what
17 the perfect job would be.

18 Q. And you told him payroll
19 administrator?

20 A. No, I did not.

21 Q. I wouldn't have thought so. All
22 right.

23 A. No, I did not.

24 Q. How did you respond or what happened

1 next in that meeting?

2 A. Asked me what the perfect job would be
3 and I told him I had the perfect job as maintenance
4 expeditor.

5 Q. Okay. At some point in time, though,
6 you apparently became payroll administrator?

7 A. That is correct.

8 Q. All right. How did that happen?

9 A. I didn't have a choice.

10 Q. I see. In terms of -- why didn't you
11 have a choice?

12 A. Well, because the girl that had the
13 payroll before was not staying and left to go to
14 Sharonville.

15 Q. Okay.

16 A. Mark Bugajski came to me. They found
17 out that I had had payroll experience. Came to me
18 and asked me what the perfect job would be. And I
19 told him, I had the perfect job. And I guess we
20 had several discussions and basically they needed
21 me in payroll, the company did.

22 Q. Okay. Did he tell you you were going
23 to be fired if you didn't make the move --

24 A. Oh, no.

1 Q. -- or anything like that? All right.

2 A. No.

3 Q. So, I mean, you had a choice. It's
4 not that your position was threatened with the
5 company?

6 A. No, my position was not threatened.

7 Q. Okay. Other than your discussions
8 with Mark, did you discuss the position with
9 anybody else?

10 A. Probably the -- my immediate
11 supervisor that I would have. I think it was Mark
12 Kolakowski.

13 Q. Okay.

14 A. I may have discussed with Ruth Ann,
15 she was the prior payroll person.

16 Q. Okay. In terms of the discussions
17 with Mark Kolakowski, did you discuss with him
18 and -- the pay or the benefits or anything like
19 that?

20 A. Yes, I think they did.

21 Q. Well, not they, but did you?

22 A. Did I discuss with Mark -- Mark
23 Kolakowski? Let me think. I don't know whether it
24 was him. That -- at that point, yes, it was with

1 Mark K. and -- Mark Kolakowski and I don't remember
2 who the salary person that was in there with us.

3 Q. Do you remember the nature of that
4 discussion?

5 A. The nature?

6 Q. Mm-hmm. Do you remember at all what
7 you talked about?

8 A. They wanted me to come to payroll.

9 Q. Okay.

10 A. We just discussed that position.

11 Q. All right. Did you discuss, again,
12 any of the benefits or terms or anything else with
13 respect to that position?

14 A. They said everything would stay the
15 same. Of course, again, since -- except my salary.
16 It was changing.

17 Q. Well, now, Mr. Kolakowski, if I
18 remember, came over from ZF Lemforder Corporation
19 not long before March of 2001. Does that sound
20 right to you?

21 A. I don't know. I don't know when he
22 came.

23 Q. Do you -- are you aware that he has
24 any background at Ford?

1 A. Mark Kolakowski?

2 Q. Mm-hmm.

3 A. I don't know.

4 Q. Okay. Did you have any discussions
5 with Mr. Sennish?

6 A. No.

7 Q. And I need to make copies of that.

8 Let's mark that 118. You've got to share that one.

9 I apologize for not having a copy of that. If
10 they're in there, I don't see them.

11 (Off-the-record discussion.)

12 Q. All right. Ms. Parker, you've had a
13 chance to review document 118?

14 A. Mm-hmm.

15 Q. And that appears to be your offer
16 letter that we've been talking about where you came
17 up to the perfect job?

18 A. Yes.

19 Q. Okay. And that's your signature on
20 the document?

21 A. Yes.

22 Q. Okay. And I see, for example, in
23 there it has some specific terms with respect to
24 increases that you were to receive?

1 A. Increases?

2 Q. In the handwriting down there on the
3 bottom right-hand side.

4 A. Yes.

5 Q. Okay. And does that, in fact, now
6 that you've had a chance to see that, refresh your
7 recollection? Is that the agreement that you
8 signed with the company in 2001?

9 A. Yes, it is.

10 Q. Okay. Any other documents executed in
11 conjunction with that?

12 A. No.

13 Q. Any other documents that you recall
14 that might have been attached or given to you with
15 that document?

16 A. No, I don't remember.

17 Q. Okay.

18 A. I don't think there was. I think it
19 was just this.

20 MR. HUNTER: Okay. Hand that down to
21 Ford. Steal that one back. Exhibit 2, Steve,
22 we're going to need.

23 MR. SIMON: I ask that we make a copy
24 of that before the end of the deposition or after

1 the deposition.

2 Q. Ms. Parker, you have in front of you
3 Exhibit 2. Can you take a moment to review that?

4 A. Okay.

5 Q. You reviewed that pretty quickly. I
6 gather, perhaps, you've seen that document before?

7 A. Yes, I have.

8 Q. Okay. When was the last time you saw
9 that document?

10 A. When was the last time I saw this?

11 Q. Mm-hmm.

12 A. Probably a couple days ago.

13 Q. Okay. And I would presume that was in
14 preparation for today's deposition?

15 A. Yes.

16 Q. Do you remember any other documents
17 you reviewed at that time?

18 A. That I reviewed at that time?

19 Q. Yeah, two days ago.

20 A. No.

21 Q. Okay. With respect to Exhibit 2, you
22 hadn't mentioned this brochure before. Do you
23 remember now the first time you saw this brochure?

24 A. I want to say it was attached to the

1 offer letter -- offer letter from Hassan.

2 Q. But you sound unsure because you say
3 you want to say.

4 A. Right. I'm not exactly sure the first
5 time I saw it.

6 Q. Okay. Do you remember reading it or
7 going through it at all with Hassan or anybody
8 else?

9 A. Yes, I read through it.

10 Q. Okay. In terms of the -- of the
11 document, do you remember with respect to your July
12 offer, if you remember -- if you remember seeing it
13 at that time, seeing Exhibit 2 at that time?

14 A. When I signed?

15 Q. Mm-hmm.

16 A. Yes, I think that's when I saw this
17 document.

18 Q. You think you saw it for the first
19 time then?

20 A. Yes, I think I did.

21 Q. Okay. The -- the document has a -- in
22 its original form, would have been what I call a
23 tri-fold brochure --

24 A. Yes.

1 Q. -- does that sound right? And it
2 lists a whole lot of items in there, in terms of
3 compensation and incentive plan and merit
4 increases, things like that. When you reviewed the
5 document, did you notice the language in there
6 about change and things of that nature?

7 A. Where do you see change?

8 Q. Okay. Let's take a look -- I'm going
9 to call it the second page of the document. We all
10 understand it's not in one sense the second page.
11 But the two black lines on the second page of
12 Exhibit 2, down towards the right-hand side, you
13 see those two big black lines?

14 A. Right here?

15 Q. Yes, ma'am.

16 A. The two black lines, yes.

17 Q. All right. Do you see the language in
18 there that says, Plans described here are subject
19 to change?

20 A. Yes.

21 Q. Okay. And do you see as well that it
22 says, Plan provisions and eligibility do not
23 constitute an employment contract with any
24 individual?

1 A. Yes.

2 Q. Do you remember reading that at the
3 time that you reviewed the document?

4 A. No.

5 Q. Okay. Are there any parts of the
6 document that you remember reading at the time that
7 you signed the employment --

8 A. Yes, I read all of this. I probably
9 read this, but I don't remember reading it.

10 Q. Okay. With respect to, for example,
11 the annual incentive plan, it certainly doesn't say
12 anything in there, in terms of the percentage to be
13 paid or anything of that nature, does it?

14 A. No, it doesn't.

15 MR. SIMON: Objection. The document
16 speaks for itself.

17 Q. Did you have any understanding with
18 respect to the language about change at the time
19 you read it?

20 MR. SIMON: Well, that's not what
21 she's -- I don't think that's her testimony, but go
22 ahead and answer.

23 A. I don't know what you're asking me.

24 Q. When you read the language about plans

1 described here as subject to change, what did that
2 mean to you?

3 MR. SIMON: Objection.

4 A. I don't remember.

5 MR. SIMON: Go ahead.

6 A. I'm sorry. I don't remember reading
7 this.

8 Q. Okay. And the language about the
9 eligibility and the employment contract, you don't
10 remember reading that, either?

11 MR. SIMON: Objection, asked and
12 answered.

13 A. I don't remember reading what?

14 Q. The last sentence or the next sentence
15 there where it says --

16 A. I said, I don't remember reading this.

17 Q. Okay. I just want to be clear, all
18 right?

19 A. Okay.

20 Q. But you do remember reading some of
21 the other --

22 A. Well, yes.

23 Q. Do you remember specifically which
24 other sections you remember reading?

1 A. The vacation, the -- I remember
2 reading the vacation, the holidays, the leaves, all
3 of it.

4 Q. Now, that --

5 A. Go ahead.

6 Q. I notice on the vacation that it says
7 that it's a maximum of four weeks, correct?

8 A. That is correct.

9 Q. I think you told me you had five
10 weeks?

11 A. That is correct.

12 Q. Okay. That seems inconsistent, then,
13 between what you have and what this document says.

14 A. I -- that was part of the agreement
15 when I signed over, that I kept my five weeks
16 vacation.

17 Q. On Exhibit 116, am I missing that? I
18 don't think I see that in there.

19 A. Where's 116?

20 MR. SIMON: Objection. The document
21 speaks for itself. You can answer the question.

22 A. No.

23 Q. Okay. With respect to ZF Batavia and
24 the issues raised in the lawsuit, do you have any

1 issues with respect to ZF Batavia and the
2 retirement plan?

3 A. And the retirement plan?

4 Q. You feel that ZF Batavia has lived up
5 to its obligations there?

6 A. Yes.

7 Q. With respect to the merit increase
8 program, would it be safe to say that you feel ZF
9 Batavia has lived up to its obligation there?

10 A. No.

11 Q. Okay. Well, you didn't mention that
12 one before. So let's talk about what shortcomings
13 are there with merit increase?

14 A. There is also -- as long as -- also
15 with the AIP, there is a difference in the
16 percentages, the merit -- merit increase --

17 Q. Mm-hmm.

18 A. -- yes.

19 Q. Now, you had a specific written
20 agreement with the company regarding your merit
21 increase, correct?

22 A. A specific --

23 Q. Specific agreement.

24 A. -- agreement? What do you mean by --

1 Q. Well, Exhibit 118 lists -- and I think
2 I have that. -- the merit increases that you're
3 entitled to, does it not?

4 A. At that time, yes. Maybe I'm
5 confused. The merit increase is not a yearly
6 thing.

7 Q. Okay.

8 A. It's -- the merit increase is a yearly
9 thing.

10 Q. Okay.

11 A. This was for this position.

12 Q. Well, so is it your position that
13 you're entitled to the merit increases in your
14 separate agreement in 118 -- strike that.

15 Is it your position that you're
16 entitled to the increases in Exhibit 118, plus
17 merit increases on top of that?

18 A. This was what I signed for at that
19 time.

20 Q. In March of '01?

21 A. Right. Merit increases are given
22 yearly on your performance.

23 Q. Okay.

24 A. So I guess I don't understand what

1 you're asking me.

2 Q. What merit increases -- let me try it
3 this way.

4 What merit increases do you feel
5 you're entitled to that you haven't received?

6 A. I guess maybe I misunderstood the
7 first question you asked me and I must have
8 answered it wrong.

9 Q. Okay. Well, that's all right. Well,
10 let's get to the right answer.

11 A. As I'm -- I'm getting -- okay. Now
12 can we start over --

13 Q. Sure.

14 A. -- please? Ask me again and let me --

15 Q. Okay. Where I started with is you've
16 brought up the issue of -- that ZF Batavia hasn't
17 done what you thought it was going to do with
18 respect to the merit increase program. I think
19 that's what you told me?

20 A. And I think I answered that
21 incorrectly.

22 Q. Oh, okay.

23 A. The merit increase, I don't expect --
24 that is performance. So if I perform well, I

1 expect it. I guess that's what I meant.

2 Q. All right.

3 A. And I guess I misunderstand the way
4 you asked me. I --

5 Q. Okay. Let's try this. I think what
6 you're telling me, merit increase is something
7 that's going to be individual performance based? I
8 mean --

9 A. That's the way I understand it, yes.

10 Q. Okay. So, as you said, if Teri Parker
11 does a good job, then Teri Parker should get a good
12 merit increase?

13 A. Correct.

14 Q. And what you're telling me is -- I
15 think what you're telling me is that Teri Parker is
16 not getting the merit increase, though, that Teri
17 Parker is entitled to?

18 A. No.

19 Q. Okay.

20 A. I answered that wrong.

21 Q. Okay.

22 A. I'm fine with the merit increase.

23 Q. All right. And you would agree that
24 it's appropriate to be individual performance

1 based?

2 A. Yes.

3 Q. And that's kind of the concept, if I
4 understand, isn't it?

5 A. Please?

6 Q. Isn't that the whole point of --

7 A. Yes.

8 Q. -- merit increase? And I think --
9 well, let's talk about it. With respect to the
10 benefits, the medical, dental, do you feel that ZF
11 Batavia is doing what it's supposed to be doing
12 with respect to those benefits?

13 A. Yes.

14 Q. The life insurance?

15 A. Yes.

16 Q. Accidental death and dismemberment?

17 A. Yes.

18 Q. Disability?

19 A. Yes.

20 Q. Tuition reimbursement?

21 A. Yes.

22 Q. How about holidays?

23 A. Yes.

24 Q. And we talked a little bit about

1 leaves. I think we talked about bereavement.
2 Well, I'm just going to ask it. What about
3 personal days? I think there is a -- I think we
4 talked a little bit about the issue on personal
5 days.

6 Were you personally affected by the
7 change in personal days?

8 A. Yes.

9 Q. Okay. So you would have needed the
10 additional two personal days?

11 A. I would have needed them?

12 Q. Mm-hmm.

13 A. Yes.

14 Q. Okay. Was there an illness or
15 something in -- in that time period that those were
16 changed?

17 A. Yes.

18 Q. Okay. Any issues with jury duty?

19 A. No.

20 Q. Maternity?

21 A. No.

22 Q. Military?

23 A. No.

24 Q. FMLA, I hope we're complying with

1 that. There's no issues there?

2 A. No.

3 Q. I think initially you said you had
4 some concerns on the 401K, but I think you told me
5 you're happy with that?

6 A. Yes.

7 Q. Okay. As far you're concerned, have
8 we covered the list, in terms of issues that you
9 have?

10 A. Yes, I think so.

11 Q. Okay. We talked awhile ago about your
12 time reporting, in terms of how you did things at
13 Ford. I don't know that we spent a great deal of
14 time talking about time at ZF Batavia. And let's
15 talk, in a sense, how you started when you made the
16 transition over in 1999.

17 You came over as a salaried person?

18 A. Yes.

19 Q. How did you report time for the
20 company at that point in time for Teri Parker?

21 A. With a time sheet.

22 Q. Okay. And that was a document, I
23 think, called a salaried time statement?

24 A. That is correct.

1 Q. And what did that time sheet reflect?

2 A. That reflected anything that happened
3 to me in that time frame. When I started, when I
4 quit.

5 Q. Okay.

6 A. Sometimes -- it was also another
7 exception reporting.

8 Q. The -- on the time sheet that you
9 would have kept for Teri Parker, would that reflect
10 generally the time into the building and the time
11 out of the building or was there a component of
12 casual time or how did you report that?

13 A. I reported it when I came in and when
14 I left.

15 Q. Okay. How would that reflect, then,
16 casual time?

17 A. How would it reflect it?

18 Q. Mm-hmm.

19 A. It would be there if I -- it would be
20 in my starting or quitting time --

21 Q. If --

22 A. -- between there.

23 Q. Okay. So that -- I'm -- I think I've
24 said this poorly. But the time sheet would reflect

1 the time basically that you got to the facility or
2 would it reflect that 15 to 30 minutes that you
3 referenced, for example, with Ford?

4 A. I usually put the time I walked in --

5 Q. Okay.

6 A. -- because the time I walked in, I
7 usually start work.

8 Q. Okay. And then the other entry on
9 there would be the -- basically the time that you
10 walked out of the facility?

11 A. Correct.

12 Q. Okay. Did it reflect anything for
13 lunch or otherwise?

14 A. No.

15 Q. Okay. Was that how you reported time
16 at Ford?

17 A. Yes.

18 Q. Okay. Has that process or form
19 changed since you've been with ZF Batavia?

20 A. Of reporting my time on a time sheet?

21 Q. Mm-hmm.

22 A. Not reporting on the time sheet, no.

23 Q. Okay. The way you said it, has some
24 other function or something else changed about

1 that?

2 A. Well, we clock in and out now with a
3 badge.

4 Q. Okay. And you're familiar that that
5 was required by foreign trade zone requirements?

6 A. Yes.

7 Q. And that's the Honeywell reader card
8 swipe --

9 A. Yes.

10 Q. -- where you take your badge and have
11 to swipe that to get -- physically get the door to
12 unlock?

13 A. Yes.

14 Q. Other than having to swipe the card,
15 have there been any other changes, in terms of the
16 time reporting, since you came on with ZF Batavia?

17 A. Na-huh.

18 Q. Have there been any changes in the way
19 that you have been paid since you came to ZF
20 Batavia?

21 A. Besides the salary -- the way I been
22 paid?

23 Q. Well, the way you've been paid or
24 how -- how overtime is paid or anything like that.

1 A. Yes. They recently changed that to
2 the -- you need to be -- in order to be paid for
3 any overtime, you needed to work nine hours or
4 more.

5 Q. Okay. Do you remember when that
6 change came about?

7 A. No, I do not remember the exact date.

8 Q. I think Len Sennish sent out a memo on
9 something about that. Do you remember that memo?

10 A. About changing, working the --

11 Q. About the nine hours.

12 A. Do I remember it?

13 Q. Mm-hmm.

14 A. I remember reading something, yes.
15 When, no.

16 Q. Okay. Did you change anything you
17 did, in terms of -- of your hours reporting or
18 otherwise as a result of the memo from Mr. Sennish?

19 A. As reporting it on my timecard?

20 Q. Mm-hmm.

21 A. No.

22 Q. Okay. As far as you know, did it
23 affect the amount of pay that you received in any
24 fashion?

1 A. Yes.

2 Q. Okay. And I note in your answers to
3 interrogatories, you claim -- that's about \$2,300,
4 I believe, in losses?

5 A. Yes.

6 Q. Okay. Is that overtime?

7 A. Is that overtime?

8 Q. Does that number represent unpaid
9 overtime or what does that number represent?

10 A. That -- that number represented the
11 hour that I had to work before I got paid anything.

12 Q. Okay. Generally speaking, how many --
13 when you were back as the -- before the change to
14 payroll administrator, generally how many hours a
15 day were you working?

16 A. Generally --

17 Q. Mm-hmm.

18 A. -- as a maintenance -- it could have
19 been nine, 10, 11 hours. It varied. There was
20 no -- I didn't have a certain --

21 Q. Did you receive overtime compensation
22 at that point?

23 A. Yes.

24 Q. Okay. And the -- was there ever a

1 point at ZF Batavia that you were paid for that
2 first hour of overtime?

3 A. Yes, before they changed it.

4 Q. Okay. ZF Batavia didn't have a
5 concept of casual overtime?

6 A. They don't have a concept of that?

7 Q. Mm-hmm.

8 A. What do you mean by "concept of that"?

9 Q. Well, there -- prior to the
10 announcement from Mr. Sennish, there were days,
11 certainly, where you worked in excess of eight
12 hours, but maybe not up to nine hours --

13 A. That's --

14 Q. -- correct?

15 A. -- correct.

16 Q. You never received overtime
17 compensation for that difference between the eighth
18 and ninth hour, did you?

19 A. No.

20 Q. And you wouldn't have received that at
21 Ford?

22 A. Between the eighth and the ninth?

23 Q. Mm-hmm.

24 A. With Ford, if it was the ninth hour, I

1 would receive the hour.

2 Q. But, again, what I'm talking about is
3 that spread between the eight hours and nine hours
4 would not have been paid at Ford?

5 A. The spread, if it was eight and a
6 half, no. If it was eight and three-quarters, no.

7 Q. I think somebody even once said that
8 it was -- if you made the 59 minutes and you
9 weren't going to get paid, but you made it to that
10 ninth hour, their perception was that they would
11 have been paid?

12 A. Yes.

13 Q. Okay. And that sounds accurate to
14 you?

15 A. Yes.

16 Q. Okay. Would it be safe to say, then,
17 what we're talking about is a -- a -- essentially a
18 one-minute difference when we talk about that first
19 hour of overtime?

20 MR. SIMON: Objection. Vague and
21 ambiguous. You can answer.

22 A. Repeat that, please.

23 Q. Sure. I think you've acknowledged for
24 me at Ford, 59 minutes would not have been paid,

1 correct?

2 A. Mm-hmm.

3 Q. And at ZF Batavia, if it's 60 minutes,
4 you don't get paid, correct?

5 A. That's correct.

6 Q. So we're talking about an incremental
7 difference of one minute?

8 A. One minute.

9 Q. Okay. Agreed?

10 A. Yes.

11 Q. Okay. With respect to overtime, are
12 there any other issues?

13 A. No.

14 Q. And the amount that you set forth --
15 try and be exact here. I said 2,400. I apologize.
16 It's \$2,715. Included in that number, I think you
17 told me would be the one hour overtime, correct?

18 A. Yes.

19 Q. Okay. Is there anything else that is
20 encompassed within that number?

21 A. No.

22 Q. Okay. Can you give me a time line, in
23 terms of when the overtime hours were incurred? I
24 mean, was this from 1999 to the present or 1999

1 till the time you went up to payroll administrator
2 or --

3 MR. SIMON: Objection. The
4 interrogatory explains that part. You can go ahead
5 and answer, Teri.

6 MR. HUNTER: Well, I guess I would put
7 on the record -- and the interrogatory speaks for
8 itself. But the interrogatory says that they can't
9 identify. I think I'm entitled to identify the
10 damages.

11 MR. SIMON: It says can't identify?

12 MR. HUNTER: Yeah, plaintiff cannot
13 currently identify precisely the amount of damages
14 suffered.

15 MR. SIMON: You were asking her for
16 the time frame and the interrogatory answer does
17 provide a time frame.

18 MR. HUNTER: I respectfully disagree.
19 It does not.

20 MR. SIMON: As you said, the
21 interrogatory speaks for itself. Ms. Parker can
22 answer, if she can.

23 THE WITNESS: Okay. After that, you
24 have to repeat what you --

1 MR. HUNTER: Sure.

2 THE WITNESS: -- asked me again,
3 please.

4 BY MR. HUNTER:

5 Q. Sure. Ms. Parker, I'm just trying to
6 understand from when to when does this \$2,715
7 damage claim, when did you incur this overtime that
8 was uncompensated?

9 A. From the time they stopped the -- I
10 guess from the time they announced the nine-hour
11 rule.

12 Q. Okay. Until -- well, until
13 sometime -- I think it was May when you did these
14 answers?

15 A. Right.

16 Q. Okay. Prior to the memo being issued
17 by Mr. Sennish, then, I would gather that you were
18 satisfied with the way you were paid for overtime?

19 A. Yes.

20 Q. Okay. And to your way of
21 understanding, the overtime was paid in accord with
22 apparently what you understood the agreement to be
23 with ZF Batavia and the Ford transitionals?

24 A. Correct.

1 Q. Aside from that one hour of overtime,
2 is there any other overtime or pay that you believe
3 you're entitled to that has not been paid to you?

4 A. No.

5 Q. Certainly you've always received your
6 base salary?

7 A. Yes.

8 Q. Have you ever had your salary docked
9 for any reason?

10 A. No.

11 Q. Has anyone ever challenged you about
12 your timecards?

13 A. No.

14 Q. When you went up to payroll, Mark
15 Kolakowski was your direct supervisor?

16 A. Yes.

17 Q. And so, then, above Mark would have
18 been Mark Bugajski?

19 A. Yes.

20 Q. Did you have any discussions with
21 either one of the Marks about overtime in that
22 department?

23 A. No.

24 Q. Are you aware of any individuals at ZF

1 Batavia that have had their base salary docked for
2 something other than a disciplinary issue?

3 A. No. Well, if they -- I need to take
4 that back, please.

5 Q. Okay.

6 A. If they went over any of their sick
7 time or their personal time --

8 Q. Okay.

9 A. -- then that was docked.

10 Q. Do you have any specific knowledge as
11 to anybody or do you recall anybody that was ever
12 docked for the excess, in terms of personal time or
13 sick time?

14 A. Or vacation, no.

15 Q. Or I'm sorry, vacation. So if
16 somebody was out an extra day, then over the -- for
17 example, the five sick days, they would lose one
18 full day of -- of base salary?

19 A. They had the choice whether to use
20 their vacation time that was left or be docked,
21 yes.

22 Q. Okay. Are you aware of any
23 circumstances where anyone would have been docked a
24 partial day or anything like that?

1 A. Four hours or more.

2 Q. Well, I think your reference goes to
3 if somebody is out more than four hours, then
4 they're required to take a full day, correct?

5 A. No.

6 Q. Okay. What is your understanding?

7 A. Not -- not at the time that I was in
8 payroll.

9 Q. Okay. Well, what was your
10 understanding?

11 A. If they -- if they -- how do I want to
12 say -- I'm trying to say this so I don't get --
13 if -- if they were out five hours, then they
14 were -- only had -- they only accounted for the
15 four hours.

16 Q. Okay. I don't understand what you
17 mean.

18 A. They never had to take a whole day --

19 Q. Okay.

20 A. -- okay? So if someone's timecard
21 came in with anything less than four hours, it was
22 just noted on their timecard.

23 Q. Okay. But there was no pay
24 adjustment?

1 A. No.

2 Q. Okay. If they came in with more than
3 four hours, what happened?

4 A. They -- with more than four hours?

5 Q. Well, you said "less than," so I guess
6 I'm trying to figure out --

7 A. I know. I'm trying to -- okay. If it
8 came in and they were like six hours personal
9 business, they got charged in increments of four
10 hours.

11 Q. Are you aware of any specific
12 instances where that occurred?

13 A. Well, that happened -- no specific,
14 no. That was on timecards.

15 Q. But you can't give any specific
16 instances where that occurred?

17 A. No, I can't remember that.

18 Q. Okay. Are you familiar with Kevin
19 O'Hagan?

20 A. Yes.

21 Q. His -- his name has come up in this
22 litigation, but I haven't had anybody be able to
23 explain to me what the issue is with Mr. O'Hagan.
24 Are you familiar with it?

1 A. What issue?

2 Q. Where apparently he was docked or
3 something with respect to his timecard.

4 A. And what was he docked for?

5 Q. Some discrepancy or something with his
6 time reader or -- I -- nobody has been able to tell
7 me yet.

8 A. Well, I only go by what is on the
9 timecards. So whatever came to me is what I did.
10 Now, if someone did something before that, I don't
11 know.

12 Q. All right. Do you have any knowledge
13 about Mr. O'Hagan's base salary being docked
14 because of a discrepancy or something with respect
15 to his timecard and his time sheet?

16 A. No.

17 Q. Okay. Other than what we've already
18 discussed, is there, to your knowledge, any other
19 manner in which somebody's base salary could be
20 reduced?

21 A. The base salary?

22 Q. Mm-hmm.

23 A. (Witness nodded.)

24 Q. You were payroll administrator from

1 March, I believe, of '01 through late last year?

2 A. This year.

3 Q. Was that into this year? Okay. And
4 until you moved to the current position?

5 A. Mm-hmm.

6 Q. Okay. All right. At this point in
7 your testimony, is there anything else or is there
8 anything that you feel we need to clarify or is
9 unclear?

10 A. I don't think so.

11 MR. HUNTER: Okay. Let's take a
12 couple minutes, take a break and I think we'll have
13 Mr. VanWay ask you some questions next.

14 THE WITNESS: Okay.

15 (Off the record: 9:51 a.m. - 10:04 a.m.)

16 EXAMINATION

17 BY MR. VANWAY:

18 Q. Ms. Parker, we met briefly before the
19 deposition started this morning. I'm Jeff VanWay.
20 I represent Ford in this case. I just have a few
21 questions for you this morning.

22 I know that you testified -- I think
23 you were with Ford for a little over 20 years. You
24 were always a salaried employee, right?

1 A. Yes.

2 Q. Never in the union?

3 A. No.

4 Q. As a salaried employee, you didn't
5 have any sort of employment contracts, did you,
6 when you worked for Ford?

7 A. Yes, when I hired in.

8 Q. You mean an offer letter, is that what
9 you had --

10 A. Yeah.

11 Q. -- that said what your starting salary
12 is going to be?

13 A. Yes.

14 Q. Okay. Other than that offer letter,
15 did you have anything else that you believed was an
16 employment contract with Ford while you worked for
17 Ford?

18 A. Yes. I believe that -- you know,
19 that's -- when I came in, that's what I was going
20 to get.

21 Q. Okay. And other than that, at any
22 other time while you were with Ford, did you sign
23 or receive any other documents that you believe
24 were an employment contract?

1 A. Over the 20 years, no.

2 Q. Okay.

3 A. Just from the beginning when I went
4 in.

5 Q. Okay. And you understood that -- your
6 understanding was that what was in your offer
7 letter when you hired with Ford was what your
8 starting salary would be?

9 A. Yes.

10 Q. And your starting job?

11 A. Yes.

12 Q. Did it address benefits at all?

13 A. Benefits, we -- yes, all of that was
14 discussed when we were hired -- I was hired in.

15 Q. Okay. And your understanding was that
16 all of that was going to be what you started at
17 with Ford?

18 A. Yes.

19 Q. Okay. You also recognized, didn't
20 you, that if you continued with Ford, some of that
21 might change over the years?

22 A. Yes.

23 Q. Okay. And did you believe that there
24 were any restrictions on the company, in terms of

1 what they could or couldn't change while you worked
2 for Ford?

3 A. No.

4 Q. Okay. And, in fact, during the
5 20-plus years you were with Ford, your compensation
6 and benefits did change from time to time, didn't
7 they?

8 A. Yes.

9 Q. Okay. Your merit increases, for
10 example, I assume you got merit increases while you
11 were there?

12 A. Yes.

13 Q. Were there years that you didn't
14 receive a merit increase?

15 A. I don't think so, but I don't remember
16 them. That was 20 years.

17 Q. Sure. No, I understand. But there
18 wasn't any guarantee, was there, that you'd receive
19 a merit increase while you were with Ford?

20 A. No.

21 Q. And I believe you testified earlier
22 that there was some years that you may not have
23 received profit sharing?

24 A. Yes.

1 Q. Your health insurance benefits, did
2 those change from time to time while you were with
3 Ford?

4 A. It changed as far as who we had and
5 that, but as --

6 Q. Who your carrier was?

7 A. Right.

8 Q. Did the amount that you paid out of
9 your own pocket for your insurance, did that change
10 from time to time?

11 A. I don't think I ever had to pay.

12 Q. Oh, it was always a hundred percent
13 paid by Ford?

14 A. I think so.

15 Q. Nothing deducted from your check or --

16 A. No.

17 Q. -- anything like that?

18 A. No.

19 Q. Okay. Were there co-pays as part of
20 your health insurance? You know what I mean by
21 "co-pay"? You go to the doctor --

22 A. It depended on --

23 Q. -- and you pay \$10?

24 A. -- who you picked.

1 Q. Okay. And under any of the plans you
2 were under at Ford, did you have co-pays, if you
3 can remember?

4 A. I don't -- I don't -- that, I don't
5 know.

6 Q. Okay.

7 A. I can't remember that.

8 Q. Do you recall when you were with Ford
9 back in the early eighties, I think it was, that
10 the company canceled some vacation days? Do you
11 recall that happening?

12 A. In the early eighties?

13 Q. I think 1981, 1982. My understanding
14 is that the company was facing some lean times and
15 they put in some different cost-cutting measures,
16 one of which was canceling vacation -- some
17 vacation days towards the end of the year.

18 A. Yes.

19 Q. Do you remember that happening?

20 A. I think so, yes.

21 Q. Did that affect you?

22 A. I don't think it did.

23 Q. Okay.

24 A. I'd only been there a couple of years.

1 Q. But did it affect some other salaried
2 employees?

3 A. I think it did, yes.

4 Q. Do you recall that at some point, Ford
5 changed the way it was paying overtime as well and
6 may have went to comp time for some period of time?

7 A. Instead of being paid overtime?

8 Q. Yes.

9 A. No.

10 Q. You don't remember that?

11 A. No.

12 Q. Okay. Now, I believe you testified
13 earlier about sort of these daily conversations, if
14 you will, for some period of time with Mr. -- or
15 with Hassan. And I believe you said that he said
16 words to the effect of everything would be just
17 about the same.

18 Do you remember exactly what Hassan
19 said, in terms of compensation and benefits?

20 A. His exact words?

21 Q. Yes.

22 A. No.

23 Q. Did he go sort of benefit by benefit
24 and say, Okay. Vacation will be the same, 401K

1 will be the same, AIP will be the same?

2 A. No, he did not. He said the
3 overtime -- you would be paid the same way.

4 Q. Did he specifically say "overtime"?

5 A. He said, Your salary and your
6 overtime, yes. Everything would stay the same as
7 it is as you have with Ford.

8 Q. He said your salary and overtime will
9 stay as it is now with Ford or as it was at that
10 time? Is that what he said?

11 A. He said basically with what I'm --
12 what you're being offered now, the overtime and
13 everything, it would be paid -- paid like you are
14 being paid now.

15 Q. Okay. Did he say that -- that it
16 would never change after you went to ZF Batavia?

17 A. Did he say it would never change?

18 Q. Yes.

19 A. No, he never said that.

20 Q. Was it your understanding that ZF
21 Batavia would never have the ability to change your
22 compensation or benefits once you went over there?

23 MR. SIMON: Objection to the term
24 "ability," vague and ambiguous. You can answer.

1 A. No. I -- I took it that once they
2 showed me that, that's what I would get.

3 Q. That's what you would start with?

4 A. Yes.

5 Q. Did you believe that that's what you
6 would have forever, for as long as you worked for
7 ZF Batavia?

8 A. Forever?

9 Q. Yes.

10 A. I -- I believed that, yes, I would be
11 paid my overtime for -- I -- I understand that the
12 benefits change, as far as the health benefits and
13 those things, yes. I believe those would change.

14 Q. When you say "those things," you
15 mentioned health benefits. What other things did
16 you believe would change?

17 A. Well, any of the benefits, like the --
18 you know, the health benefits, they always change.
19 That, I recognize that.

20 Q. You referenced or think kind of
21 pointed to Exhibit 2 as you were talking. Am I
22 understanding your testimony, then, that you
23 understood the things described in Exhibit 2 might
24 change after you went over?

1 A. Not all of them, no, I didn't. I
2 meant like the -- the -- maybe the 401 might change
3 or any of the plans, the health plans.

4 Q. Okay.

5 A. Life insurance and that, that always
6 changes.

7 Q. And this was your understanding when
8 you accepted employment with ZF Batavia?

9 A. Yes.

10 Q. Okay. And how did you reach that
11 understanding? Did someone tell you that that's
12 the way things would be?

13 A. No.

14 Q. And how did you reach that
15 understanding?

16 A. How did I reach what understanding?

17 Q. The understanding that we've just been
18 talking about, that you believe certain things
19 would change or might change after you went to -- -

20 A. I --

21 Q. -- ZF Batavia.

22 A. -- understood that the benefits, as
23 the savings plans and those, those are all plans.

24 And the plans change, as far as -- so, yes, I

1 understood that those probably change. That is --
2 they always change. But as far as my -- my
3 overtime, I expected that I would get paid the
4 overtime all the time.

5 Q. Now, at Ford, were there ever changes
6 in overtime while you were there?

7 A. Only when my salary changed.

8 Q. And that caused -- because of the
9 salary change, it caused your overtime rate to
10 change?

11 A. Yes.

12 Q. Was it your understanding that those
13 overtime rates were locked in and Ford could not
14 change those?

15 A. No, those change. Those always went
16 up.

17 Q. Okay. Was it your understanding they
18 could only go up or did you believe they could go
19 down if that's what the company --

20 A. No.

21 Q. -- felt was necessary?

22 A. I never seen them go down. I never
23 thought that they would go down.

24 Q. Okay. Did you believe that Ford had

1 the ability to cause them to go down, if that's
2 what Ford believed was best?

3 MR. SIMON: Objection to the word
4 "ability," vague and ambiguous. Go ahead.

5 A. Would you repeat that, please?

6 Q. Sure. My understanding from your
7 earlier testimony is that you had an understanding
8 when you went to Ford as to what things would be at
9 day one, but you expected that over the time that
10 you were there, things would change.

11 And I guess my question is, was it
12 also your understanding that overtime while you
13 were with Ford might change, in terms of the rates
14 that the company paid for overtime?

15 A. Yes.

16 Q. Did you have an understanding that
17 that could change? Okay. Did you also have an
18 understanding that if Ford decided not to pay
19 salaried employees overtime anymore, that they
20 could do that as well?

21 MR. SIMON: Objection. Calls for
22 legal conclusion. Go ahead.

23 A. I don't understand that. I don't
24 understand. How would I know that? No. I don't

1 know how -- I don't how you want -- how I should
2 answer that. I don't know that they would have the
3 ability to change those things.

4 Q. Okay. Is there some reason you
5 believe that they wouldn't have the ability to
6 change that?

7 MR. SIMON: Same objection.

8 A. Is there some reason -- repeat that,
9 please.

10 Q. Sure.

11 A. You're talking fast on me.

12 Q. I'll try not to. Is there some reason
13 that you believe Ford would not have had the
14 ability to make changes in overtime?

15 A. No.

16 Q. And is there any reason that you
17 believe ZF Batavia would not have had the ability
18 to make changes in overtime?

19 MR. SIMON: Same objection.

20 A. No.

21 Q. Now, earlier Mr. Hunter asked you
22 about language here on the second page of Exhibit
23 2. I believe your testimony was you don't remember
24 reading that, didn't really have an understanding

1 of it at the time.

2 Would I be correct, then, that that
3 information at the bottom of the second page of
4 Exhibit 2 didn't have any impact on you one way or
5 the other, in terms of you making your decision to
6 except employment with ZF Batavia?

7 A. I don't remember reading that.

8 Q. Okay.

9 A. This right here?

10 Q. Right.

11 A. I don't remember reading that.

12 Q. Okay. And so, as far as you know,
13 that information didn't influence you one way or
14 the other as to whether or not you were going to go
15 with ZF Batavia?

16 A. It couldn't influence me because I
17 don't remember reading it.

18 Q. Okay.

19 MR. SIMON: It's clear that's she's
20 pointed to --

21 THE WITNESS: This.

22 MR. SIMON: -- the lower --

23 THE WITNESS: This.

24 MR. SIMON: -- right-hand column --

1 THE WITNESS: This.

2 MR. SIMON: -- of section -- Exhibit
3 2, second page.

4 THE WITNESS: Is that what you were
5 talking about?

6 MR. VANWAY: Right, and I think it's
7 what in all the depositions we've been referring to
8 as sort of the subject to change language or the
9 language that includes the phrase, subject to
10 change.

11 MR. SIMON: Okay.

12 BY MR. VANWAY:

13 Q. Now, after you declined the first
14 offer, Hassan kept working on you basically to get
15 you to accept and finally came back with an offer
16 of a different position that paid more money,
17 right?

18 A. Yes.

19 Q. And did you accept that second offer
20 because it was a different position and it paid
21 more money?

22 A. I accepted that offer 'cause it was a
23 different position.

24 Q. The fact that it paid more, did that

1 influence your decision to accept?

2 A. Yes.

3 Q. Okay. If it hadn't been a different
4 position, if he had brought back to you this -- an
5 offer, again, for production control associate,
6 would you have accepted that?

7 A. No.

8 Q. If it had not been a increase in pay,
9 would you have accepted it?

10 A. If it had not been an increase in pay?

11 Q. Correct.

12 A. Accepted the --

13 Q. If he brought it back to you and it
14 still said \$4,410 per month, would you have
15 accepted the offer?

16 A. I don't know.

17 Q. Okay. So it sounds as though the
18 difference in job was more influencing to you than
19 the difference in pay; is that a fair statement?

20 A. Mm-hmm.

21 Q. Okay. Do you know, by the time Hassan
22 started his recruiting of you, which sounds like it
23 was sometime between June and July, had he already
24 signed on with ZF Batavia?

1 A. I don't know.

2 Q. Was it important to you that he sign
3 on with ZF Batavia?

4 A. Yes, I think it was.

5 Q. I assume that --

6 A. Yes.

7 Q. -- since he's the one recruiting, you
8 wanted to know that he was going with the new
9 company --

10 A. Yes.

11 Q. -- as well? But you don't remember at
12 what point he actually signed on with the new
13 company?

14 A. No, I don't know what date he actually
15 signed, no.

16 Q. Was it your understanding that by the
17 time you accepted offer number two on July 22nd,
18 that Hassan had already signed up with ZF Batavia?

19 A. Yes, I think so.

20 Q. Now, you testified, Ms. Parker, about
21 different -- what I called unfulfilled promises or
22 representations that you believe were made to you
23 that haven't been kept. I think the first one you
24 testified about was the overtime and you basically

1 classified that -- I think you said it's -- they
2 put in a nine-hour rule?

3 A. Mm-hmm.

4 Q. And that occurred, as I understand it,
5 a couple of years into your employment with ZF
6 Batavia; is that right? You started in '99. That
7 change took place sometime 2001 or so. Does that
8 sound right?

9 A. I don't remember the exact date, but
10 yes.

11 Q. But it wasn't immediately, right?

12 A. No, it was not immediate.

13 Q. And there was a period of time where
14 you worked and things were, at least with respect
15 to overtime, as you expected them to be?

16 A. Yes.

17 Q. When the change occurred, who made
18 that change in the -- who put in the nine-hour
19 rule, do you know?

20 A. I would take it that the company did.

21 Q. And who do you mean by "the company"?

22 A. Whoever is in charge of the company,
23 the committees or the -- whoever.

24 Q. You got a memo from Len Sennish, I

1 think, that said --

2 A. Yes.

3 Q. Len Sennish works for ZF Batavia,
4 correct?

5 A. Yes.

6 Q. He's never worked with Ford that
7 you're aware of, has he?

8 A. I don't know.

9 Q. At least while you were at Batavia, he
10 was never a Ford employee at Batavia, was he?

11 A. I don't know.

12 Q. He came to the company after the joint
13 venture was announced, right?

14 A. Yes, he did.

15 Q. He came to Batavia after --

16 A. Yes, I --

17 Q. -- the joint venture was announced?

18 A. -- think he did, yes.

19 Q. Okay. As you sit here today, do you
20 have any reason to believe that Ford, Ford Motor
21 Company was involved in the decision to put in that
22 nine-hour rule?

23 A. I don't know who made that decision.

24 Q. Okay. Do you have any reason to

1 believe that anyone from Ford Motor Company
2 approved the change to that nine-hour rule?

3 A. Well, they're probably involved in
4 something of the company with them still owning
5 part of it. I don't know. I don't know if they
6 were involved with making that decision, no.

7 Q. Okay. And when you say that they
8 still own part of it, you're referring to the fact
9 that Ford is a minority shareholder in the --

10 A. Yes.

11 Q. -- joint venture? Okay.

12 MR. SIMON: Off the record for a
13 second. Mr. Newsome is here. I'd just like to
14 have him --

15 MR. VANWAY: Sure.

16 MR. SIMON: -- join us.

17 (Off the record: 10:20 a.m. - 10:21 a.m.)

18 Q. Ms. Parker, you also testified about a
19 change in vacation that you believe has affected
20 you. And I believe, if I'm understanding your
21 testimony, it's that you believe you should be
22 allowed to buy an extra week in addition to the
23 five weeks that you already have. Is that --

24 A. Yes.

1 Q. Am I right?

2 A. Yes.

3 Q. Who told you that you'd be able to buy
4 an extra week in addition to your five weeks?

5 A. That is in -- there's a paper that
6 comes out that you're entitled -- that you can buy
7 that extra week. HR sends it out once a year.

8 Q. HR -- HR from who sent it out?

9 A. ZF, there at the plant.

10 Q. Okay. Did you have an understanding
11 at the time you accepted employment with ZF Batavia
12 that you'd be able to buy an extra week?

13 A. Yes.

14 Q. And do you remember, was there some
15 sort of document that you saw before you signed up
16 with ZF Batavia that said you'd be able to buy an
17 extra week?

18 A. Yes, it's -- you have an option to buy
19 or sell the five days.

20 Q. Okay. And I guess I'm trying to find
21 out when the first time is that that was
22 communicated to you, that not only would you get to
23 keep your five weeks when you came over, but you
24 would also have the option to buy an additional

1 week?

2 A. I think that was also with the -- in
3 the offer. I mean, some -- part of the benefit not
4 written in the offers.

5 Q. Okay. I'm not sure I'm following you.
6 It wasn't in writing. It wasn't in Exhibit 2,
7 right?

8 A. I don't remember where I saw it. It
9 is here. Option to buy or sell five days of
10 vacation.

11 Q. Okay. But as Mr. Hunter and you
12 already discussed, there's nothing in that vacation
13 section that says anything about you being entitled
14 to five weeks?

15 A. In this, no.

16 Q. Okay. So was there some other
17 document that you remember seeing that said if you
18 had five weeks before, you'd get to keep five weeks
19 when you came over to ZF Batavia and that you would
20 also have an option to buy an additional week?

21 A. Not together, no.

22 Q. Okay. Well, let's break it up, then.
23 Was there some document you remember seeing that
24 said if you had five weeks, you'd be able to keep

1 five weeks?

2 A. Yes --

3 Q. Okay.

4 A. -- that was a term. That was -- yes.

5 Q. And what document was that, do you
6 remember?

7 A. That was in their -- that was part of
8 the -- in one of the meetings.

9 Q. Okay. At the one meeting that you
10 went to, was that a slide that was put up?

11 A. I think it was.

12 Q. Okay. Why don't we do this, if you
13 would. I think you have Exhibit 4 or I think
14 Mr. Simon has got Exhibit 4 out. If you could take
15 a look at Exhibit 4.

16 First of all, can you just kind of
17 flip through Exhibit 4 and tell me what this
18 document is, if you know? Do you know what Exhibit
19 4 is? Have you ever seen it before?

20 A. This is what we had at those meetings
21 or after we got the meetings -- the minutes of
22 those meetings, what we discussed, the copies of
23 the slides they made for us.

24 Q. Okay. Were these actually copied,

1 handed out to employees like yourself?

2 A. This, I remember getting something
3 that were slides. Whether it was this exact
4 document, I don't know.

5 Q. Okay. But --

6 A. That --

7 Q. -- as far as you know, these are the
8 slides that were shown at the one meeting that you
9 went to; is that right?

10 A. It has that information in it, yes.

11 Q. Okay. And if you flip to Bates stamp
12 page 12 --

13 A. Yes.

14 Q. -- is that the information that you
15 were testifying about earlier with regard to your
16 ability to keep your fifth week of vacation?

17 A. This was when I first saw it, yes.

18 Q. Okay. And were there other documents
19 you saw that said you'd be able to keep that five
20 weeks?

21 A. Somewhere there -- I can tell you that
22 somewhere there it was written down that I would
23 get those five weeks. That was important to me.

24 Q. Okay. And wherever that other

1 document might be, it didn't say anything, though,
2 about keeping or about the ability to buy --

3 A. No.

4 Q. -- an extra week?

5 A. No, not in the same --

6 Q. Okay.

7 A. -- no.

8 Q. Other than Exhibit 2, which has
9 language that you've pointed to about the option to
10 sell or buy five days of vacation. Do you remember
11 seeing anything else in writing that said you'd
12 have an option to buy an additional week?

13 A. No.

14 Q. Okay. And that at this employee
15 meeting that you attended, was there any discussion
16 about the option to buy an additional week?

17 A. No.

18 Q. Did Hassan discuss that with you when
19 he spoke with you?

20 A. No.

21 Q. And so would it be fair to state,
22 then, that you got your understanding as to your
23 ability to buy an extra week from Exhibit 2?

24 A. Yes.

1 Q. Okay. Now, it's probably just me, Ms.
2 Parker, but I wasn't clear from your earlier
3 testimony about what the issue is with bereavement
4 leave. Has there been a change in bereavement
5 leave at ZF Batavia or not?

6 A. I'm going to have to say I don't know.

7 Q. Okay. Are you claiming in this case
8 that there was a promise about bereavement leave
9 that hasn't been kept?

10 A. I can't remember the bereavement. I'm
11 confused on it.

12 Q. Okay. I think you did testify,
13 though, that you had an understanding when you made
14 the switch to ZF Batavia that bereavement leave was
15 going to be different than it had been at Ford?

16 A. It was going to be three days.

17 Q. Okay. And it had been more than that
18 at Ford?

19 A. I think so, yes. I --

20 Q. Okay.

21 A. I'm not quite sure on that.

22 Q. Okay. But that, whether there was a
23 change or not, it hasn't affected you because you
24 haven't taken any bereavement since you've been at

1 ZF Batavia; is that right?

2 A. No.

3 Q. That's correct that you --

4 A. That is correct.

5 Q. -- haven't taken any? Now, when
6 Hassan told you that things would be the same, I
7 believe you said he then noted some exceptions,
8 some things that wouldn't be the same. Did he say
9 that there were some exceptions, things that
10 wouldn't be the same or did he just say everything
11 will be the same?

12 A. He just told me that we'd be basically
13 paid the same way we were with Ford.

14 Q. Did he say that the 401K would be
15 different?

16 A. No.

17 Q. Did he say that the AIP would be
18 different?

19 A. No.

20 Q. Did he say anything about the AIP at
21 all?

22 A. No.

23 Q. Now, you knew when you accepted
24 employment with ZF Batavia, that there were going

1 to be some things that were going to be different,
2 right?

3 A. Yes.

4 Q. You knew that bereavement leave, for
5 example, would be different, correct?

6 A. You keep going back to that and I -- I
7 told -- I said I'm not sure on that bereavement.

8 Q. Okay. Sick days, you knew that there
9 was going to be a difference --

10 A. Yes.

11 Q. -- in sick or personal days? Tuition,
12 it was your understanding there was a difference in
13 tuition payments as well?

14 A. I don't remember discussing tuition.

15 Q. Hadn't there been at Ford some sort of
16 payment where if you had kids who were in college,
17 you could get a payment for those kids, but that
18 was not going to be the case at ZF Batavia? Do you
19 remember that?

20 A. No, I don't have children. No, I
21 don't remember that.

22 Q. Okay. And Hassan didn't say anything
23 to you about what percentage AIP you would receive
24 at ZF Batavia, did he?

1 A. No.

2 Q. Or that you were guaranteed you'd
3 receive an AIP at all?

4 A. No.

5 Q. Okay. And you believed the things
6 that Hassan was telling you, right?

7 A. Yes.

8 Q. Do you have any reason to believe that
9 Hassan was being untruthful with you?

10 A. No.

11 Q. Do you have any reason to believe that
12 at the time Hassan had these conversations with
13 you, that he really knew that sometime down the
14 road ZF Batavia would make certain changes in
15 benefits?

16 A. Would you repeat that, please?

17 Q. Sure. It was not a very good
18 question. I'll try again.

19 At the time Hassan was making these
20 statements to you, you believed him. And did you
21 have any belief that Hassan really knew that, down
22 the road, the company was going to make changes and
23 they just really weren't telling you about it?

24 A. No.

1 Q. Now, the change in AIP, which I
2 believe you said was basically a change in the
3 percentage. Do you have any reason to believe that
4 anyone from Ford was involved in that change in the
5 AIP?

6 A. I don't know.

7 Q. Have any reason to believe that anyone
8 from Ford approved the change in the AIP that ZF
9 Batavia made?

10 A. I don't know that, either.

11 Q. Okay. The change in vacation, the
12 change to where you're no longer allowed to buy the
13 extra week, when did you find out that you would no
14 longer be allowed to buy an extra week?

15 A. That was a year or two ago when it
16 first -- a year ago.

17 Q. When you first started with ZF
18 Batavia, were you able to buy an extra week at that
19 time?

20 A. Yes.

21 Q. So in the year 2000, what -- in the
22 year 2000, were you able to buy an extra week that
23 year, as far as -- do you remember?

24 A. Yes.

1 Q. 2001, were you still able to buy an
2 extra week?

3 A. This is 2003, right?

4 Q. Yes.

5 A. 2002, yes.

6 Q. Okay. And it was in 2002, then, when
7 this change took effect?

8 A. Yes.

9 Q. To the best of your knowledge, as you
10 sit here today, do you have any reason to believe
11 that anyone from Ford was involved in the decision
12 that ZF Batavia made to no longer allow you to buy
13 an extra week of vacation?

14 A. I don't know that, either.

15 Q. Any reason to believe that anyone from
16 Ford approved of that decision?

17 A. I don't know that, either.

18 Q. Okay. I believe you also testified
19 that sometime after you were employed by ZF
20 Batavia, that ZF Batavia made a change in the
21 number of personal days that you were allowed. I
22 think you changed it from five to three?

23 A. Yes.

24 Q. Was that -- do you remember when that

1 change took effect? If you started with ZF Batavia
2 in '99, this is now 2003. Can you narrow down the
3 year?

4 A. It was last year --

5 Q. It was 2002?

6 A. -- 2002.

7 Q. Was there something you needed to add
8 to your answer?

9 A. I'm just thinking you -- the years. I
10 was thinking of what years they were.

11 Q. Okay. That's fine. As you sit here
12 today, do you have any reason to believe that
13 anyone from Ford was involved in that decision to
14 change the number of personal days from five to
15 three?

16 A. I don't know that, either.

17 Q. Do you have any reason to believe that
18 anyone from Ford approved that decision and the
19 number of personal days?

20 A. I don't know that, either.

21 Q. Okay. Do you know an employee by the
22 name of Eddie Adams who works at ZF Batavia?

23 A. Yes.

24 Q. Eddie Adams has been listed by your

1 lawyers as a potential witness in this case. Do
2 you know what, if anything, Eddie Adams knows about
3 the issues in this case?

4 A. No.

5 Q. Do you have any reason to believe that
6 Eddie Adams has any information that's relevant to
7 this case at all?

8 A. I don't know.

9 Q. Have you ever had any discussions with
10 Eddie Adams about this case?

11 A. No.

12 Q. Or about the unfulfilled promises that
13 you believe --

14 A. No.

15 Q. Or about Ford's control or lack
16 thereof of the ZF Batavia facility?

17 A. No.

18 Q. Earlier you were shown Exhibit 118,
19 which is, I guess, the offer letter or the change
20 of employment letter that you received from ZF
21 Batavia in March 2001. Was Ford -- to the best of
22 your knowledge, was Ford involved at all in your
23 change from the position you had held prior to this
24 to the new position of payroll administrator?

1 A. No.

2 Q. This is just an agreement between you
3 and ZF Batavia?

4 A. Yes.

5 Q. You testified earlier about Exhibit 2
6 and about when you believed the first time was that
7 you received it. And I believe that what you said
8 was that you thought you got it for the first time
9 when Mr. Saleh gave you the second offer letter?

10 A. Yes.

11 Q. Do you have Exhibits 115 and 116 in
12 front of you? If you could, just kind of put those
13 side by side, if you would. And I'm just -- I'm
14 just trying to see if we can pinpoint this a little
15 bit better.

16 Exhibit 115 in the second paragraph
17 has got the words "summary attached." It talks
18 about employee benefits program, which has been
19 developed for former Ford employees and then it
20 says "summary attached"?

21 A. Yes.

22 Q. Do you recall, was Exhibit 2 attached
23 to Exhibit 115?

24 A. It could have been.

1 Q. Well, and the reason I ask this is
2 because, then, in Exhibit 116, it doesn't say
3 "summary attached." Instead what it says is in the
4 second paragraph, it talks about the benefits and
5 it says, "a summary of which you previously
6 received."

7 And so I'm just wondering, is it
8 possible that rather than receiving this for the
9 first time when you got the second offer letter,
10 you might have received it for the first time when
11 you got the first offer letter?

12 A. That is -- that could have happened,
13 yes.

14 Q. Okay. And so if that were the case,
15 you would have the opportunity to review Exhibit 2
16 before you made your decision to turn down the
17 first offer from ZF Batavia, right?

18 A. Yes.

19 Q. Okay. And do you remember, in fact,
20 looking at Exhibit 2 before you turned down that
21 first offer?

22 A. No, I don't. I don't remember.

23 Q. Okay. Now, since the time that you've
24 been working for ZF Batavia, your annual wages have

1 increased every year, haven't they?

2 A. Yes.

3 Q. And they are, in fact, more than what
4 you were making at Ford when you were with Ford,
5 right?

6 A. Yes.

7 Q. And you've continued to receive
8 overtime in various forms since you've been with ZF
9 Batavia?

10 A. Yes.

11 Q. And who do you currently report to?

12 A. Maintenance.

13 Q. The name of the person -- who's your
14 boss?

15 A. That, I'm not sure.

16 Q. Has your job recently changed or you
17 just --

18 A. Yeah, I'm in maintenance, back in
19 maintenance. I don't know who I report to
20 directly. It could be Milt Gross.

21 Q. Okay. Milt Gross is a ZF Batavia
22 employee, right?

23 A. Yes.

24 Q. Okay. Was he a transition employee,

1 do you remember?

2 A. He came from Ford, yes.

3 Q. Okay. I don't think -- well, let me
4 ask you this. You've been testifying for awhile
5 this morning and I appreciate that.

6 As you sit here today, are you aware
7 of any other facts, other than what you've
8 testified to already that support any of your
9 claims in this case?

10 A. No.

11 MR. VANWAY: Okay. I don't think I
12 have anything further, Ms. Parker. Thank you.

13 EXAMINATION

14 BY MR. HUNTER:

15 Q. Ms. Parker, we talked briefly about
16 the transition bonus. You got away from that and
17 went back to AIP. And I think we never came back
18 to the transition bonus issue.

19 When I talk about the transition
20 bonus, do you know what I mean?

21 A. Yes.

22 Q. And I think you received \$19,500 on
23 the transition bonus?

24 A. Yes.

1 Q. You had started to tell me what that
2 was for and I think I interrupted you or somehow we
3 got away from that.

4 What is your understanding as to the
5 transition bonus? What was that paid for?

6 A. That was a figure that they took from
7 the time that I signed over to the end of what I
8 would have retired with Ford. That was for like
9 some of the things that we had not -- were not
10 going to get with ZF, like the A Plan. That was my
11 understanding.

12 Q. And from what source did you develop
13 that understanding because I don't see it in the
14 gray brochure?

15 A. I don't remember who told me that.

16 Q. Was it Hassan?

17 A. I don't remember.

18 Q. And you've, in fact, received all of
19 those bonus payments?

20 A. Yes.

21 Q. Would it be fair to say that it was --
22 take a look, if you can, at Exhibit 116. Do you
23 see there the second bullet point?

24 A. Yes.

1 Q. See the last sentence where it says,
2 This bonus is designed to address any monetary
3 differences between Ford benefits and ZF Batavia's
4 new plan. Is that a fair statement of what your
5 understanding was as to the purpose of that
6 transition bonus?

7 A. I understood it to be things like the
8 A Plan, things that were change -- you know,
9 changing, the A Plan that we didn't get anymore.

10 Q. Okay. Anything else other than the A
11 Plan?

12 A. That's all I remember right at this
13 time.

14 Q. Is it your testimony, then, that the
15 last sentence there, the second bullet point is not
16 representative of what that bonus was paid for?

17 A. Can you repeat that, please?

18 Q. Well, the question I asked you before
19 was, does this statement, "This bonus is designed
20 to address any monetary differences between Ford
21 benefits and ZF Batavia's new plan," is that a fair
22 statement, at least from your point of view, as to
23 what that bonus money was paid for?

24 A. My understanding was, once again, that

1 it was for the differences of the benefits like the
2 A Plan. From the time that I signed over till I
3 retired, they took that and -- what do I want to
4 say? -- averaged it over the years.

5 Q. Okay. Again, your understanding
6 regarding the A Plan came from what source, if you
7 can remember?

8 A. I don't remember who I discussed those
9 with.

10 Q. With respect to your current job
11 position in maintenance, are you currently being
12 paid overtime as you believe you should be?

13 A. No.

14 Q. Okay. And the difference would be
15 the --

16 A. The one hour.

17 Q. -- the one hour that we're talking
18 about?

19 A. Mm-hmm.

20 Q. Okay. Any other differences or issues
21 with respect to overtime?

22 A. No.

23 Q. With respect to your testimony today,
24 the questioning from Mr. VanWay or otherwise, is

1 there anything that you feel you need to change or
2 let me know that maybe your testimony was in any
3 way inaccurate?

4 A. No.

5 MR. HUNTER: I don't believe I have
6 anything further.

7 MR. SIMON: Let's go off the record
8 for a second.

9 (Deposition concluded at 10:42 a.m.)

10

11

12

13

Teri Parker

14

15

16

17

18

19

20

21

22

23

24

1 C E R T I F I C A T E

2

3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in
8 and for the State of Ohio, duly commissioned and
9 qualified, do hereby certify that prior to the
10 giving of this deposition the within-named TERI
11 PARKER was by me first duly sworn to testify the
12 truth, the whole truth, and nothing but the truth;
13 that the foregoing pages constitute a true,
14 correct, and complete transcript of the testimony
15 of said deponent, which was recorded in stenotypy
16 by me, and on the 23rd day of October 2003 was
17 submitted to counsel for deponent's signature.

18 I further certify the within deposition was
19 duly taken before me at the time and place stated,
20 pursuant to the Federal Rules of Civil Procedure;
21 that I am not counsel, attorney, relative or
22 employee of any of the parties hereto, or their
23 counsel, or financially or in any way interested in
24 the within action, and that I was at the time of

1 taking said deposition a Notary Public in and for
2 the State of Ohio.

3 IN WITNESS WHEREOF, I have hereunto set my
4 hand and notarial seal at Cincinnati, Ohio, this
5 23rd day of October 2003.

6

7

8

9

10

Susan M. Barhorst, Notary Public
in and for the State of Ohio.
My commission expires
February 18, 2004

11

12

13

14

15

16

17

18

19

20

21

22

23

24